

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Ray W. WOOD et al.

Title: NANOPARTICULATE BECLOMETHASONE COMPOSITIONS

Appl. No.: 10/667,472

Filing Date: 09/23/2003

Examiner: Mina Haghighatian

Art Unit: 1616

TERMINAL DISCLAIMER FOR U.S. PATENT NO. 5,747,001

Commissioner for Patents PO Box 1450 Alexandria, Virginia 22313-1450

Sir:

Petitioner, Elan Pharma International Ltd., having its principal place of business at Treasury Building, Lower Grand Canal Street, Dublin 2, IRELAND, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application No. 10/667,472, filed on September 23, 2003, which is a continuation of U.S. Patent Application No. 09/577,489, filed on May 25, 2000, which is divisional of U.S. Patent Application No. 08/948,216, filed on October 9, 1997, now U.S. Patent No. 6,264,922, which is a continuation of U.S. Patent Application No. 08/589,681, filed on January 19, 1996, now abandoned, which is a continuation-in-part of U.S. Patent Application No. 08/394,103, filed on February 24, 1995. This application is owned by Elan Pharma International Ltd. by virtue of an Assignment from the inventors to Eastman Kodak Co. for Application No. 08/394,103 recorded on April 13, 1995, at Reel/Frame 007430/0713 (EXHIBIT 1); an Assignment from the inventors to Eastman Kodak Co. for Application No. 08/589,681 recorded on January 22, 1996, at Reel/Frame 007902/0485 (EXHIBIT 2); an assignment from Eastman Kodak Co. to Particulate Prospects Corp. recorded

on February 20, 1996, at Reel/Frame 007820/0153-0159 (EXHIBIT 3); an assignment from Particulate Prospects Corp. to NanoSystems LLC recorded on February 20, 1996, at Reel/Frame 007817/0273-0279 (EXHIBIT 4); an assignment from NanoSystems LLC to Elan Corporation plc recorded on May 5, 2000, at Reel/Frame 010797/0486-500 (EXHIBIT 5); and an assignment from Elan Corporation plc to Elan Pharma International Ltd. recorded on May 5, 2000, at Reel/Frame 010797/0501 in the United States Patent and Trademark Office (EXHIBIT 6).

Further, Petitioner represents that it is the owner of U.S. Patent No. 5,747,001 for "Aerosols Containing Beclomethasone Nanoparticle Dispersions," which issued on U.S. Patent Application No. 08/393,973, filed on February 24, 1995, by virtue of an Assignment from the inventors to Eastman Kodak Co. recorded on April 13, 1995, at Reel/Frame 007430/0698 (EXHIBIT 7); an assignment from Eastman Kodak Co. to Particulate Prospects Corp. recorded on February 20, 1996, at Reel/Frame 007820/0153-0159 (EXHIBIT 3); an assignment from Particulate Prospects Corp. to NanoSystems LLC recorded on February 20, 1996, at Reel/Frame 007817/0273-0279 (EXHIBIT 4); an assignment from NanoSystems LLC to Elan Corporation plc recorded on May 5, 2000, at Reel/Frame 010797/0486-500 (EXHIBIT 5); and an assignment from Elan Corporation plc to Elan Pharma International Ltd. recorded on May 5, 2000, at Reel/Frame 010797/0501 in the United States Patent and Trademark Office (EXHIBIT 6).

Petitioner respectfully disagrees with the Examiner regarding the obviousness-type double patenting rejection given in the Office Action dated October 11, 2005. This Terminal Disclaimer is being filed for the sole purpose of advancing the prosecution of this case.

Petitioner hereby disclaims the terminal part of the term of any patent granted on the above-identified patent application which would extend beyond the full statutory term of U.S. Patent No. 5,747,001. In addition, Petitioner hereby agrees that any patent so granted on the above-identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent No. 5,747,001 shall be the same as the legal title to any patent granted on the above-identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors, or assigns.

In making this disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent No. 5,747,001 as defined in 35 U.S.C. §§ 154-156 and 173, in the event that U.S. Patent No. 5,747,001 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 U.S.C. § 154, prior to the full statutory term of U.S. Patent No. 5,747,001 as defined in 35 U.S.C. §§ 154-156 and 173, except for the separation of legal title stated above.

Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent No. 5,747,001, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§ 155, 155A, or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that she has reviewed the Assignments attached as EXHIBITS 1-7, and to the best of her knowledge and belief, legal title to the above identified patent application and U.S. Patent No. 5,747,001 rests with Petitioner.

F ...

Atty. Dkt. No. 029318-0976 Appln. No.: 10/667,472

The undersigned declares that all statements made herein of her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date Deenle 30, 2

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EXHBIT 1

Patent Assignment Abstract of Title

Total Assignments: 4

Application #: <u>08394103</u>

Filing Dt: 02/24/1995

Patent #: NONE

Issue Dt:

PCT #: NONE

Publication #: NONE

Pub Dt:

Inventors: RAY W. WOOD, LAN DECASTRO, H. WILLIAM BOSCH

Title: AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS

Assignment: 1

Reel/Frame: 007/430/07/13 Received: Recorded: 04/13/1995 Mailed: 06/02/1995 Pages: 2

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: WOOD, RAY W.

Exec Dt: 04/03/1995

DECASTRO, LAN

Exec Dt: 04/03/1995

BOSCH, H.W.

Exec Dt: 04/03/1995

Assignee: <u>EASTMAN KODAK COMPANY</u>

ROCHESTER, NY 14650-2201

Correspondent: J. JEFFREY HAWLEY

EASTMAN KODAK COMPANY

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Assignment: 2

Reel/Frame: 007817/027 ² 03/06/1996 Recorded:

02/20/1996

Mailed:

05/18/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS). Assignor: PARTICULATE PROPECTS CORP.

Exec Dt: 01/22/1996

Assignee: NANOSYSTEMS L.L.C.

COLLEGEVILLE, PENNSYLVANIA 19426

Correspondent: EASTMAN KODAK COMPANY,

MARY E. REED

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ROCHESER, NY 14650-2201

Assignment: 3

Reel/Frame: 007820/0153 Received: 03/06/1996

Recorded: 02/20/1996

Mailed: 05/21/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: <u>EASTMAN KODAK COMPANY</u>

Exec Dt: 01/22/1996

Assignee: PARTICULATE PROSPECTS CORP.

ROCHESTER, NEW YORK 14650

Correspondent: EASTMAN KODAK COMPANY

MARY E. READ

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Assignment: 4

Reel/Frame: 007987/0025 Received: 03/06/1996

Recorded: 02/20/1996

Mailed: 09/03/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: PARTICULATE PROSPECTS CORP.

Exec Dt: 01/22/1996

Assignee: NANOSYSTEMS L.L.C.

COLLEGEVILLE, PENNSYLVANIA 19426

Correspondent: EASTMAN KODAK COMPANY

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Search Results as of: 2/3/2004 11:40:21 A.M.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723 Web interface last modified: Oct. 5, 2002

RECORDATION FORM COVER SHEET PATENTS ONLY Name of conveying party(les): Assignor # 1: Ray W. Wood Assignor # 2: Lan DeCastro Assignor # 3: H. W. Bosch Name and address of receiving party(les): Assignor # 3: H. W. Bosch Name Eastman Kodak Company City: Rochester State: NY Do. co14866 220 Name and address of receiving party(les): Name: Eastman Kodak Company City: Rochester State: NY Do. co14866 220 Name State State: NY Do. co14866 220 Name State State: NY Do. co14866 220 Name State State: NY State:	Date of Signature					·		Docket 72	048 LIH
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Corrine V. Chorney Covalle O. (Manley 1000193	5. Name and address of particles. Name: City: Rochester Total fee (37 CFR 1.21h) 8. Deposit account number of 30079 04/19/95	ications and particular depth (Attach duplications): \$ (Attach duplications): \$ (Attach duplications): \$ (Attach duplications)	Add St Stemts invo Cate copy of DO NO	ence con ress: late: lived is c closed this page of this page of this page	cerning of Eastmany one (1) un X / A few line (1) which is space of the companion of the co	Zip: Aless stated as Authorized to I deposit account) 581	146 146 146 146 146 146 146 146 146 146	ailed: atent Legal 50-2201 ed to depos	sit account

ASSIGNMENT"

For good and valuable consideration received, including salary or payment for the making of inventions, or employee benefits. I/we do hereby assign to Eastman Kodak Company, a New Jersey corporation having a principal place of business in Rochester, New York, its successors and assigns, the entire title, including priority rights in and to all of my/our inventions and improvements disclosed in an application for Letters Patent for AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS which was executed on the date shown below by:

Assignor #1: Ray W. Wood	Date 4/3/95
Assignor #2: Lan DeCastro	Date 9/3/95
Assignor #3: H. William Bosch	Date 4/3/45

X about to be filed already filed as and [check one] in the United States Patent and Trademark Office, together with said application, and any divisional, continuation or reissue application thereof, applications corresponding thereto in whole or in part in all other countries, and title to Letters Patent and similar protective rights granted on said applications, as well as the right to claim any applicable priority rights arising from said applications under the terms of any applicable conventions, treaties, statutes or regulations, said applications to be filed and issued in the name of Eastman Kodak Company or its designee; and I/we agree to execute such documents as in the judgment of Eastman Kodak Company may be necessary to obtain any such patents and similar protective rights and maintain the title thereto in Eastman Kodak Company or its designee; and I/we further agree that. upon request, but without out-of-pocket expense to myself/ourselves, I/we shall furnish to Eastman Kodak Company or its designee any data, information, exhibits, memoranda, or other evidence in my/our possession relating to any of said inventions or improvements and shall testify in any ex parte or inter partes legal or administrative proceedings relating thereto; and I/we authorize and request issuance of all Letters Patent and similar protective rights that may be granted on any of said applications, to the extent that and in such manner as such issuance shall be requested by Eastman Kodak Company or its designee. This document shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New York, USA.

Signature of Assignor # 1	Witness Address, if other than	
Kan Cool	Ensuman Kodak Company, Rochester, NY 14650	
Ray W. Wood		
Date: 4 3 95		
Witnessed: N. William booch	-	•
Signature of Assignor # 2	Witness Address, if other than	
Lan Ve Cists	Eastman Kodak Company, Rochester, NY 14650	
Lan DeCastro		
Date: 443/95		
Witnessed: Kau Co Coord		
Signature of Assignor # 3	Witness Address, if other than	
N. William Bosch	Eastman Kodak Company, Rochester, NY 14650	•
H. William Bosch		
Date: April 3, 1995		
Witnessed: Kay W (Dowl		

PATERS & TRANSPORTER

APR 13 95

EXHIBIT 2

Patent Assignment Abstract of Title

Total Assignments: 1

Application #: <u>08589681</u>

Filing Dt: 01/19/1996

Patent #: NONE

Issue Dt:

PCT #: NONE

Publication #: NONE

Pub Dt:

Inventors: RAY W. WOOD, LAN DECASTRO, H. WILLIAM BOSCH

Title: AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS

Assignment: 1

Reel/Frame: 007902/0485

Recorded: 01/22/1996

Mailed: 07/14/1996

Pages: 2

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: WOOD, RAY W.

DECASTRO, LAN

BOSCH, H.W.

Exec Dt: 12/08/1995

Exec Dt: 12/08/1995

Exec Dt: 12/08/1995

Assignee: EASTMAN KODAK COMPANY

ROCHESTER, NEW YORK 14650

Correspondent: EASTMAN KODAK COMPANY

J. JEFFREY HAWLEY PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Search Results as of: 2/3/2004 11:39:57 A.M.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723 Web interface last modified: Oct. 5, 2002

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. Name of conveying party(les):		
Assignor # 1: Ray W. Wood Assignor # 2: Lan DeCastro		
Assignor # 3: H. W. Bosch	•	
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. Name and address of receiving party(les):		
ame: Eastman Kodak Company City:	Rochester State: NY	Zip: 14650-220:
Nature of Conveyance: X Assignment	Other:	
Execution Date:		
Assignor # 1: 08 December 1995		
Assignor # 2: 08 December 1995		•
Assignor # 3: 08 December 1995		
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Application number(s) or patent number(s): If this document is being filed together with a new application,	the execution data of the englication is the same as	the evection
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Name and address of party to whom corresponde	nce concerning document should be ma	alled:
City: Rochester Sta	ate: NY Zip: 146	50-2201
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Total fee (37 CFR 1.21h): \$ Enc	losed X Authorized to be charg	ed to deposit account
Deposit account number: <u>05-0225</u>		
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. Statement and signature.		
To the best of my knowledge and belief, the fore	going Information is true and correct an	d any attached copy is
a true copy of the original document.		
1 111	Shing I White II	19. Jun 91.
Corrine V. Chorney (1) Name of Person Signing	Signature /	Date
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	- V	

PATENT

RIEEL: 7902 FRAMIE: 0485

ASSIGNMENT

For good and valuable consideration received, including salary or payment for the making of inventions, or employee benefits, I/we do hereby assign to Eastman Kodak Company, a New Jersey corporation having a principal place of business in Rochester, New York, its successors and assigns, the entire right, title and interest, including priority rights, in and to all of my/our inventions and improvements disclosed in an application for patent for

AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS

a non-provisional application for patent by: a non-provisional application for patent by: an international application for patent by: an international application for patent by: Assignor \$ 1: Ray W. Wood Assignor \$ 2: Lan DeCastro Date Dec F 1887 Assignor \$ 3: H. W. Bosch and (check one) IX about to be filed already filed as in the United States Patent and Trademark Office, together with said application, and any corresponding or counterpart provisional or non-provisional application, and any divisional, continuation, substitute, release, re-examination application thereof, and any applications, including international applications, corresponding or being a counterpart provisional any polications including international applications, contragending or being a counterpart provisional and to Letters Patent and similar protective rapids granted on any of these applications, as well as the right to claim any applicable priority rights arising from any of these applications and the center of any applicable conventions the illed and issued in the name of Eastman Kodak Company or its designee. I/We agree to execute such documents which in the judgment of Eastman Kodak Company or its designee. I/We further agree that, upon request, but without out- of-pocket expense to myself/ourselves, I/we shall flurish to Eastman Kodak Company or its designee any data, information, confined and interpreted in all respects in accordance with the laws of these applications, to the crue to that and in such manner as such issuance shall be requested by Eastman Kodak Company or its designee and frequest issuance of all Letters Patent and similar protective rights and any applications, to the crue that and in such manner as such issuance shall be requested by Eastman Kodak Company or its designee, and request issuance of all Letters Patent and similar protective rights than may be granted on any of said inventions, to the crue that and in such manner as such issuance shall be requested by Eastman Kodak Company, Rochest	which is [check one]				
Assignor # 1: Ray W. Wood Assignor # 2: Lan DeCastro Date Dec F. 1817 Assignor # 3: H. W. Bosch Date Dec F. 1817 Assignor # 3: H. W. Bosch Date Dec F. 1817 Assignor # 3: H. W. Bosch Date Dec F. 1817 Assignor # 3: H. W. Bosch Date Dec F. 18517 and (check one) X about to be filed already filed as in the United States Patent and Trademark Office, together with said application, and any corresponding or counterpart provisional or non-provisional application, and uny divisional, continuation, substitute, reissue, re-examination application thereof, and any applications, including international applications, corresponding or being a counterpart thereto in whole or in part in the United States and all other countries. It we also do hereby assign to Eastman Kodak Company the entire right, title and interest in and to Letters Patent and similar protective rights granted on any of these applications, and last her right to claim any applicable priority rights arising from any of these applications under the terms of any applicable conventions, treaties, stateuts or regulations. Iwe agree that any of these applications at Eastman Kodak Company's sole discretion, may be filed and issued in the name of Eastman Kodak Company or its designee. If we agree to execute such documents which in the international protective rights and to resist that the title thereto in Eastman Kodak Company or its designee. If we gree to execute such documents which in the international protective rights and to resist that the state of the protective rights and to resist that the state of the protective rights and to resist that the state of the protective rights and to resist that may be granted on any of these applications, to the extent that and in such manner as such issuance shall be requested by Eastman Kodak Company its designee. This designee, This is designeed, and the protective rights that may be granted on any of these applications, to th	X a non-provisional application for patent executed on the date(s) shown below by:				
Assignor # 1: Ray W. Wood Assignor # 2: Lan DeCastro Date One F 1971 Assignor # 3: H. W. Bosch Date One F 1971 and [check one]					
Assignor # 2: Lan DeCastro Assignor # 3: H. W. Bosch and [check one]	En international application for patent by:				
Assignor # 2: Lan DeCastro Assignor # 3: H. W. Bosch and [check one] X about to be filed in the United States Patent and Trademark Office, together with said application, and any corresponding or counterpart provisional or non-provisional application, and any divisional, continuation, substitute, reissue, re-examination application thereof, and any applications, including international applications, corresponding or being a counterpart thereto in whole or in part in the United States and all other countries. I/We also do horeby assign to Eastman Kodak Company the entire right, title and interest in and to Letters Patent and similar protective rights grated on any of these applications, as well as the right to claim any applicable priority rights arising from any of these applications under the terms of any applicable conventions, treaties, statutes or regulations. I/We agree that any of these applications, at Eastman Kodak Company and be filed and issued in the name of Eastman Kodak Company or its designee. I/We agree to execute such documents which in the judgment of Eastman Kodak Company may be necessary to obtain any such patents and similar protective rights and to originate in the title thereto in Eastman Kodak Company or its designee. I/We agree to execute such documents which in the judgment of Eastman Kodak Company may be necessary to obtain any such patents and similar protective rights and to originate the title thereto in Eastman Kodak Company or its designee. I/We agree to execute such documents which in the judgment of Eastman Kodak Company or its designee any data, information, exhibits, memoranda, or other evidence in my/our possession relating to any of said inventions or improvements and shall tensify in any ex parte or inter parter legal or administrative proceedings relating thereto. I/We authorize and requests its suance of all Letters Patent and similar protective rights that may be granted on any of these applications, to the extent that and interpreted in all respects in accordance wit	Assignor # 1: Ray W. Wood	Date Des E 1881			
and [check one] X about to be filed already filed as in the United States Patent and Trademark Office, together with said application, and any corresponding or counterpart provisional or non-provisional application, and any divisional, continuation, substitute, reissue, re-examination application thereof, and any applications, including international applications, corresponding or being a counterpart thereto in whole or part in the United States and all other countries. I/We also do hereby assign to Eastman Kodak Company the entire right, title and interest in and to Letters Patent and similar protective rights granted on any of these applications, as well as the right to claim any applicable priority rights arising from any of these applications, at Eastman Kodak Company is old discretion, any she filed and issued in the name of Eastman Kodak Company or its designee. I/We agree to execute such documents which in the judgment of Eastman Kodak Company may be necessary to obtain any such patents and similar protective rights and to maintain the title thereto in Eastman Kodak Company or its designee. I/We further agree that, upon request, but without out-of-pocket expense to myself/ourselves, I/we shall furnish to Eastman Kodak Company or its designee. I/We further agree that, upon request, but without out-of-pocket expense to myself/ourselves, I/we shall furnish to Eastman Kodak Company or its designee any data, information exhibits, memoranda, or other evidence in mylour possession relating to any of said inventions or improvements and shall testify in any ex parte or inter partes legal or administrative proceedings relating to any of said inventions or improvements and shall testify in any ex parte or inter partes legal or administrative proceedings relating thereto. I/We authorize and request issuance of all Letters Patent and similar protective rights that may be granted on any of these applications, to the extent that and in such manufacture as such issuance shall be requested by Eastman Kodak Company, Roche	Assignor # 2: Lan DeCastro				
in the United States Patent and Trademark Office, together with said application, and any corresponding or counterpart provisional or non-provisional application, and any divisional, continuation, substitute, re-examination application theretof, and any applications, including international applications, corresponding or being a counterpart thereto in whole or in part in the United States and all other countries. I/We also do hereby assign to Eastman Kodak Company the entire right, title and interest in and to Letters Patent and similar protective rights granted on any of these applications, as well as the right to claim any applicable priority rights arising from any of these applications under the terms of any applicable conventions, treaties, statutes or regulations. I/We agree that any of these applications under the terms of any applicable conventions, treaties, statutes or regulations. I/We agree that any of these applications under the terms of any applicable conventions, treaties, statutes or regulations. I/We agree that any of these applications under the terms of any applicable conventions, treaties, statutes or regulations. I/We agree to execute such documents which in the judgment of Eastman Kodak Company or its designee. I/We agree to execute such documents which in rejudgment of Eastman Kodak Company or its designee. I/We gree to execute such documents which in rejudition the title thereto in Eastman Kodak Company or its designee any data, information exhibits, memoranda, or other evidence in my/our possession relating to any of said inventions or improvements and shall testify in any ex parte or inter partes legal or administrative proceedings relating thereto. I/We authorize and request issuance of all Letters Patent and similar protective rights that may be granted on any of these applications, to the extent that and in south manner as such issuance shall be requested by Eastman Kodak Company, Rochester, NY 14650	Assignor # 3: H. W. Bosch	Date Dec F. 1881			
Eastman Kodak Company, Rochester, NY 14650 Part Cryst-1 W. J. D Part Cryst-1 W. J. D Part Cryst-1 W. J. D Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 Part Crystal W. J.	in the United States Patent and Trademark Office, together provisional or non-provisional application, and any divisional thereof, and any applications, including international application part in the United States and all other countries. I/We also do learn in the United States and all other countries. I/We also do learn interest in and to Letters Patent and similar protective right claim any applicable priority rights arising from any of these at the filed and issued in the name of Eastman Kodak Company of the judgment of Eastman Kodak Company may be necessary maintain the title thereto in Eastman Kodak Company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves, I/we shall furnish to Eastman kodak company or its decof-pocket expense to myself/ourselves.	with said application, and any corresponding or counterpart l. continuation, substitute, reissue, re-examination application in corresponding or being a counterpart thereto in whole or in acreby assign to Eastman Kodak Company the entire right, title its granted on any of these applications, as well as the right to applications under the terms of any applicable conventions, applications, at Eastman Kodak Company's sole discretion, may rits designee. I/We agree to execute such documents which in so obtain any such patents and similar protective rights and to signee. I/We further agree that, upon request, but without outastman Kodak Company or its designee any data, information, relating to any of said inventions or improvements and shall accedings relating thereto. I/We authorize and request issuance granted on any of these applications, to the extent that and in Kodak Company or its designee. This document shall be			
Ray W. Wood Date: Dec 8 1557 Witnessed: Hall. PA 15001 Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 Lan DeCastro Date: Dec 8 1357 Witnessed: PA 17002 Witnessed: PA 17002 Witnessed: PA 17002 Witnessed: PA 17002 H. W. Rosch 1408 (ry start Valley Date)					
Witnessed: Machalland Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 Lan DeCastro Date: PA 17-02 Witnessed: PA 17-02 Witnessed: PA 17-02 Witnessed: Vinessed: PA 17-02 Witnessed: Vinessed: PA 17-02 Witnessed: Vinessed: Vine	Ray W Wood				
Witnessed: Signature of Assignor # 2 Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 170 f Crystal Volla Dero Dero Dero Dero Dero Dero Dero Dero					
Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 Lan DeCastro Date: Dec. 8 1951 Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 H. W. Bosch 1408 Crystal Valle, Drive		Mash. 14 Mash			
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Lan DeCastro Date: Dec. 8, 1951 Witnessed: PA 17-02 Witnessed: Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 1408 Crystal Valley Drive	Signature of Assignor # 2				
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Signature of Assignor #3 Witness Address, if other than Eastman Kodak Company, Rochester, NY 14650 1408 (ry start Valley Drive)	Date: Dec. 8, 1351	Hombler PA 17002			
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H. W. Bosch 1408 Crystal Valley Drive					
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PATENT

Page 1 of 1 REEL: 7902 FRAME: 0486

EXHIBIT 3

Patent Assignment Abstract of Title

Total Assignments: 4

Application #: 08394103

Filing Dt: 02/24/1995

Patent #: NONE

Issue Dt:

PCT #: NONE

Publication #: NONE

Pub Dt:

Inventors: RAY W. WOOD, LAN DECASTRO, H. WILLIAM BOSCH

Title: AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS

Assignment: 1

Reel/Frame: 007430/0713 Received: Recorded: 04/13/1995 Mailed: 06/02/1995 Pages: 2

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: WOOD, RAY W.

Exec Dt: 04/03/1995

DECASTRO, LAN

Exec Dt: 04/03/1995

BOSCH, H.W.

Exec Dt: 04/03/1995

Assignee: EASTMAN KODAK COMPANY

ROCHESTER, NY 14650-2201

Correspondent: J. JEFFREY HAWLEY

EASTMAN KODAK COMPANY

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Assignment: 2

Reel/Frame: 007817/0273 Received: 03/06/1996

Recorded:

02/20/1996

02/20/1996

Mailed:

05/18/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: PARTICULATE PROPECTS CORP.

Exec Dt: 01/22/1996

Assignee: NANOSYSTEMS L.L.C.

COLLEGEVILLE, PENNSYLVANIA 19426

Correspondent: EASTMAN KODAK COMPANY,

MARY E. REED

PATENT LEGAL STAFF

ROCHESER, NY 14650-2201

Assignment: 3

Reel/Frame: 007820/0153 Received:

Recorded:

Mailed:

05/21/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: EASTMAN KODAK COMPANY

Exec Dt: 01/22/1996

Assignee: PARTICULATE PROSPECTS CORP.

ROCHESTER, NEW YORK 14650

Correspondent: EASTMAN KODAK COMPANY

MARY E. READ

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Assignment: 4

Reel/Frame: 007987/0025 Received: 03/06/1996

Recorded: 02/20/1996

Mailed: 09/03/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: PARTICULATE PROSPECTS CORP.

Exec Dt: 01/22/1996

Assignee: NANOSYSTEMS L.L.C.

COLLEGEVILLE, PENNSYLVANIA 19426

Correspondent: EASTMAN KODAK COMPANY

MARY E. READ

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Search Results as of: 2/3/2004 11:40:21 A.M.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723
Web interface last modified: Oct. 5, 2002

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EASTMAN KODAK COMPANY RECEIPT ACCITING		
2. Name and address of receiving party(les):		
Name: PARTICULATE PROSPECTS CORP. City:	Rochester State: New York Zip:	14850
3. Nature of Conveyance: X Assignment	Other.	
Execution Date: January 22, 1996 (Effective Date: 21 December 1995)		
4. Application number(s) or patent number(s): See Att If this document is being filed together with a new application, the exact date of the Assignment, unless stated as follows:	tached Assignment - Application cution date of the application is the same as the execution	
5. Name and address of party to whom correspondence of	concerning document should be mailed:	
Name: Mary E. Read Address:	Eastman Kodak Company, Patent Legal Sta	ITT
City: Rochester State:	New York Zip: 14850-2201	
6. The total number of applications and patents involved	le one /1) unloce stated de follows: 54	
7. Total fee (37 CFR 1.21h): \$2,160 Enclosed		account
8. Deposit account number: 05-0225	The same of the sa	
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9. Statement and signature. To the best of my knowledge and belief, the foregoing a true copy of the original document.	g information is true and correct and any attached	d copy is
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Mary E. Read Name of Person Signing	February 1 Signature Da	

Total number of pages including cover sheet:

JAN 05, 1996

APPENDIX - A ASSIGNMENT OF CASES FROM EASTMAN KODAK TO PARTICULATE PROSPECTS CORPORATION APPLICATIONS

US			
66111	INVENTOR(S) BRUMO, J ET AL -	APPLNC/DATE OB/180,827 12JAN94	TITLE METHOD OF GRINDING PHARMACEUTICAL SUSSTANCES
70475	CZEKAI,DA	08/249,787 25MAY94	CONTINUOUS NETHOD OF GRINDING PHARMACEUTICAL SUBSTANCES
46558	BACON, ER	08/265,550 24JUN94***	NAMOPARTICULATE DIAGNOSTIC DIATRIZONY ESTER X-RAY CONTRAST AGENTS FOR BLOOD POOL AND LYMPHATIC SYSTEM IMAGING
69226	BACON, ER - ET AL -	08/265,603 24 Jun 94	ALPHA-YCYCLOALKYL, ARYL AND ARALKYL SUBSTITUTED POLYICOINATED AROYLOKY ESTERS
70545	BACON, ER - ET AL -	08/265,590 24JUN94	2,4,4-TRIIDDO-5-SUBSTITUTED-AMIND-ISOPHTMALATE ESTERS USEFUL AS X-RAY CONTRAST AGENTS FOR MEDICA ALDIAGNOSTIC IMAGING
68175	WONE, \$	08/267,082 28JUN94	SURFACTANTS AS STABILIZER COATINGS FOR NANOPARTICLE COMPOSITIONS
61684	MCINTIRE,G - ET AL -	08/312,725 27SEP94	CONTROLLED PRECIPITATION OF PARTICULATE DIAGNOSTIC IMAGING CONTRAST AGENTS
61894	LIVERSIDGE,G - ET AL -	08/365,267 28DEC94	SURFACE MODIFIED ANTICANCER NANOPARTICLES
71869	BAGCHI,P - ET AL -	08/370,955 10JAN95	NICROPRECIPITATION OF MANOPARTICULATE PHARMACEUTICAL AGENTS
71870	BAGCHI,P - ET AL -	08/370,998 10JAN95	CO-MICROPRECIPITATION OF NANOPARTICULATE PHARMACEUTICAL AGENTS WITH CRYSTAL GROWTH MODIFIERS
71871	BAGCHI,P - ET AL -	08/370,928 10 Jan95	NICROPRECIPITATION OF NANOPARTICULATE PH MACEUTICAL AGENTS USING SURFACE ACTIVE NATERIAL DERIVED FROM SIMILAR PHARMACEUTICAL AGE
71872	BAGCHI, P - ET AL -	08/370,936 10JAN95	MICROPRECIPITATION OF MICROMANOPARTICULATE PHARMACEUTICAL AGENTS
67097	WONG, SM.J.	08/378,022 24JAN95	SULFATED NONIONIC SLOCK COPOLYMER SURFACTANTS AS STABILIZER COATINGS FOR NANOPARTICLE COMPOSITIONS

JAN 05, 1996

ASSIGNMENT OF CASES FROM EASTMAN KODAK TO PAPTICULATE PROSPECTS CORPORATION APPLICATIONS

U\$.	•	•	
DOCKET 71758	INVENTOR(S) A EICKNOFF, WM - ET AL -	PPLNC/DATE 08/384,057 06FEB95	FORMULATIONS OF COMPOUNDS AS MANOPARTICLE DISPERSIONS IN DIGESTIBLE DILS OR FATTY ACIDS
70130	SIRIAMI, J	08/384,992 07FEB95	NYDRODYNAMICALLY OPTIMIZED VIALS FOR NANOPARTICULATE SUSPENSIONS OF DRUGS
64730	WOME, S-M	06/365,502 06FEB95	DUAL PURPOSED DIAGNOSTIC/THERAPEUTIC AGENT
71762	RLDDY, SM - ET AL -	06/385,531 06FEB95	ISCLATION OF ULTRA SMALL PARTICLES
69468	DECASTRO, L	08/386,028 09FEB95	A METHOD OF PREPARING STABLE DRUG MANOPARTICLES
70429	WONG, SUI-MING	08/386,026 09FEB95	SUGAR BASE SURFACTANT FOR MANOCRYSTALS
70433	EICKHOFF, UM - ET AL -	08/389,614 09FEB95	NANOPARTICULATE NEATO POSITIONS .
69470	KELLY,01	08/386,788 10FEB95	NAMOPARTICULATE DIAGNOSTIC DIMERS AS X-RAY CONTRAST AGENTS FOR BLOOD POOL AND LYMPHATIC SYSTEM IMAGING
70903	FRANSON, NM - ET AL -	08/386,790 10FEB95	MILLED HAPROXEN WITH HYDROXYPROPYL CELLULOSE AS A DISPERSION STABILIZER
66793	DESIENO, HA	08/387,651 13FEB95	REDISPERSIBLE NANOPARTICULATE FILM MATRICES WITH PROTECTIVE OVERCOATS
71758	EICKHOFF, UM	08/388,088 14FEB95	FORMULATIONS OF COMPOUNDS AS NAMOPARTICULATE DISPERSIONS IN DIGESTIBLE OILS OR FATTY ACIDS
69683	RUDOY,S - ET AL -	08/388,878 15FEB95	SITE-SPECIFIC ADMESSOR WITHIN THE GI TRACT USING NANOPARTICLES STABILIZED BY HIGH MOLECULAR WEIGHT T LINEAR POLY (ETHYLENE OXIDE) POLYMERS **SEE FN**
71707	RLDOY, SS	08/393,648 24 FEROS	NAMOPARTICLES CONTAINING THE R(-) ENANTIONER OF

JAN 05, 1996.

APPENDIX - A ASSIGNMENT OF CASES FROM EASTHAM KODAK TO PARTICULATE PROSPECTS CORPORATION APPLICATIONS

US .			
DOCKET 71818	INVENTOR(S) LICHE, SM - ET AL -	APPLNC/DATE 08/393,972 24FEB95	FOR MANOPARTICLES
72046	W000,R	08/394, 103 24 FEB95	AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS
72203	WIEDMANN,TS - ET AL -	08/393,973 24FEB95	AEROSOLS CONTAINING BECLOMETHAZONE NANOPARTICLE DISPERSIONS
66540	iuis,c	08/401,397 09MAR95	NANOPARTICULATE DIAGNOSTIC MIXED CARBOXYLIC ANNYDRIDES AS X-RAY CONTRAST AGENTS FOR BLOOD POD OLAND LYMPHATIC SYSTEM IMAGING
61894	LIVERSIDGE,G	08/402,662 13MAR95	SURFACE MODIFIED MSAID PARTICLES
69147	osifo, ik	08/440,794 15MAY95	NANOPARTICULATE IODIPANIDE DERIVATIVES FOR USE AS X-RAY CONTRAST AGENTS
70429	WONG, SUI-NING	G 08/444,796 19MAY95	SUGAR BASE SURFACTANT FOR NANOCRYSTALS
70001	SINGH,9	08/447,133 22MAY95	DIAGNOSTIC IMAGING X-RAY CONTRAST AGENTS
70537	SING,B	08/447, 132 22944795	3,5-BIS-ALKANOYL AMINO-2,4,0-TRIIODOBENZYL ESTERS
69802	CZEKAI,DA - ET AL -	08/491,539 15JUN95	METHOD OF GRINDING PHARMACEUTICAL SUBSTANCES
70432	MONG, SUI-NIN	G 60/001,985 26JUL95	METHACRYLATE BACKBONE SURFACTANTS IN MANOPARTICULATE FORMULATIONS
70321	ROBINSON, S - ET AL -	60/002,088 10AUG95	NOVEL 3-ANIDO-TRIICOOPHENYL ESTERS AS X-RAY CONTRAST AGENTS
70323	BACON, ER	60/002,103	TRIICOCALKYLPHENYL ESTERS AS NOVEL X-RAY CONTRAST

JAN 05, 1996

ASSIGNMENT OF CASES FROM EASTHAN KODAK TO PARTICULATE PROSPECTS CORPORATION APPLICATIONS

US				
000	KET 67099	INVENTOR(S) LIVERSIDGE, G - ET AL -	APPLNC/DATE 08/366,841 300EC94	TITLE IMPROVED FORMULATIONS OF ORAL GASTROINTESTINAL DIAGNOSTIC X-RAY CONTRAST AGENTS AND ORAL GASTROINTESTINAL THERAPEUTIC AGENTS
	71819	RUDDY, SE - ET AL -	08/366,518 300EC94	FORMULATIONS OF ORAL GASTROINTESTINAL THERAPEUTIC AGENTS IN COMBINATION WITH PHARMACEUTICALLY ACCEPTABLE CLAYS
	69703	RUDDY, SS - ET AL -	08/386,027 09FEB95	NOVEL BARIUM SALT FORMULATIONS STABILIZED BY NON- IONIC AND AMIONIC STABILIZERS
	70779	MARCERA,DH - ET AL -	08/388,097 14FEB95	PROCESS OF PREPARING LYMPHOGRAPHY CONTRAST AGENTS
	72101	BOSCH, HW	08/388,092 14FEB95	PROCESS OF PREPARING THERAPEUTIC COMPOSITIONS CONTAINING NANOPARTICLES
	72102	SHANSON, JR - ET AL -	08/368,099 14FEB95	PROCESS OF PREPARING X-RAY CONTRAST COMPOSITIONS CONTAINING HANGPARTICLES
	61347	LIVERSIDGE, G	08/388,857 03APR95	ANTACID COMPOSITION AND NETHOD OF PRODUCTION
	72953	JONES, AV	60/004,072 21SEP95	NAMOPARTICULATE PHENYTOIN FORMULATION
	72993	DEGARAVILLA,L - ET AL -	60/004,488 295EP95	REDUCTION OF INTRAVENCUSLY ADMINISTERED NANOPARTICULATE-FORMULATION-INJUCED ADVERSE PHYSIOLOGICAL REACTIONS
	72248	BOSCH, HU - ET AL -	60/002,102 10AUG95	MANOPARTICULATE IODIPAMIDE FORMULATIONS FOR MEDICAL X-RAY IMAGE ENHANCEMENT
	66540	ILLIG,C	08/524,145 22AUG95	HAMOPARTICULATE DIAGNOSTIC MIXED CARBONIC ANHYDRIDER AS X-RAY CONTRAST AGENTS FOR BLOOD POOL AND LYMPHATIC STETEM IMAGING
	64616	BACON, E - ET AL -	08/558,925 13HOV95	ICOLINATED WETTING AGENTS
	61684	et al.	, G. 08 588.27 18JAN95 Cont. of US08/3	7 CONTROLLED PRECIPITATION OF PARTICULATE DIAGNOSTIC IMAGING CONTRAST AGENTS 312,725)
	70545	et al.	16JAN95	2,4,6-TRIIODO-5 SUBSTITUTED-AMINO- ISOPHTHALATE ESTERS USEFUL AS X-RAY CONTRAST AGENTS FOR MEDICAL DIAGNOSTIC IMAGING
		(Rule 62	Cont. of US08/	
	72046	Wood et al (Continuat	. 19JAN95 ion-in-Part of US	AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS 08/394,193 filed 24 February 1995)

ASSIGNMENT OF INVENTION

THIS Assignment is effective the 21 day of December, 1995,
BETWEEN Eastman Kodak Company, of 343 State Street, Rochester,
New York 14650, United States of America, a corporation of the State of New
Jersey (heroinafter the "Assignor"), who is the owner of the entire title in the
United States applications set forth in Appendix A and in the inventions
covered by said applications; and

Particulate Prospects Corp., of 343 State Street, Rochester, New York 14650, United States of America, a corporation of the State of Delaware (hereinafter the "Assignee"), who wants to acquire the entire title of Assignor in the aforesaid applications and the inventions covered thereby.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee its entire title in and to said inventions covered by said applications, and all corresponding patents and patent applications in countries other than the United States, and all reissues, divisions and extensions thereof and to any Letters Patent which have or may issue based thereon, all of which are encompassed herein by the term "Patents", including all claims for damage for past infringement thereof; the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor also agrees that it will, at Assignee's request, render such lawful cooperation and assistance as may be necessary for the proper maintenance and enforcement of said patents, provided, however, that Assignor may condition its compliance with such a request on Assignee's agreement to pay Assignor reasonable out-of-pocket expenses in connection therewith.

This document shall be construed, interpreted and applied in accordance with the laws of the State of New York.

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the day and year written below.

IN WITNESS WHEREOF, I have hereunto set hand and seal this

22 day of January	, 1996.
()	Eastman Kodak Company
	BY DE JOHN AND
	Peter Giles
(On manual o Cool)	Vice-President
(Corporate Seal)	Director of Commercial Affairs
Witnessed by: Mary T	()26 1
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IN WITNESS WHEREOF	I have hereunto set hand and seal this
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	Particulate Prospects Corp.
	y good a. / hour
	Douglas A. Mabon
(Corporate Seal)	President
Witnessed by:	
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/	

PATENT REEL: 7820 FRAME: 0159

RECORDED: 02/20/1996

EXHIBIT 4

Patent Assignment Abstract of Title

Total Assignments: 4

Application #: 08394103

Filing Dt: 02/24/1995

Patent #: NONE

Issue Dt:

PCT #: NONE

Publication #: NONE

Pub Dt:

Inventors: RAY W. WOOD, LAN DECASTRO, H. WILLIAM BOSCH

Title: AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS

Assignment: 1

Reel/Frame: 007430/0713 Received: Recorded: 04/13/1995 Mailed: 06/02/1995 Pages: 2

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: WOOD, RAY W.

Exec Dt: 04/03/1995

DECASTRO, LAN

Exec Dt: 04/03/1995

BOSCH, H.W.

Exec Dt: 04/03/1995

Assignee: <u>EASTMAN KODAK COMPANY</u>

ROCHESTER, NY 14650-2201

Correspondent: J. JEFFREY HAWLEY

EASTMAN KODAK COMPANY

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Assignment: 2

Reel/Frame: 007817/0273 Received:

Recorded:

02/20/1996

Mailed:

05/18/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: PARTICULATE PROPECTS CORP.

Exec Dt: 01/22/1996

Assignee: NANOSYSTEMS L.L.C.

COLLEGEVILLE, PENNSYLVANIA 19426

Correspondent: EASTMAN KODAK COMPANY,

MARY E. REED

PATENT LEGAL STAFF

ROCHESER, NY 14650-2201

Assignment: 3

Reel/Frame: 007820/0153 Received: 03/06/1996

Recorded:

02/20/1996

Mailed:

05/21/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: EASTMAN KODAK COMPANY

Exec Dt: 01/22/1996

Assignee: PARTICULATE PROSPECTS CORP.

ROCHESTER, NEW YORK 14650

Correspondent: EASTMAN KODAK COMPANY

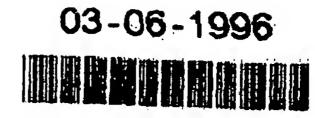
MARY E. READ

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Assignment: 4

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1. Name of conveying party(les) RFP #1979				
PARTICULATE PROSPECTS COI	_	·		
2. Name and address of receiving party(ie	s):			
Name: NANOSYSTEMS LLC.	City: Collegeville Sta	le: Pennsylvania	Zip: 19426	
3. Nature of Conveyance: X Assignment	ent Other	***************************************		
Execution Date: January 22, 1998 (Effective date: December 21, 199				
Application number(s) or patent number If this document is being filed together with a new a date of the Assignment, unless stated as follows:		nment - Applications) application is the same as t		
5. Name and address of party to whom cor	respondence concerning d	ocument should be m	ailed:	
Name: Mary E. Read	Address: Eastma	n Kodak Company, Pa	atent Legal Staff	
City: Rochester	State: New Yo	rk Zip: 146	50-2201	
8. The total number of applications and pa	tents involved is one (1) ur	less stated as follows	: 54	
7. Total fee (37 CFR 1.21h): \$2,160	Enclosed X A	uthorized to be charg	ed to deposit account	
8. Deposit account number: 05-0225				
(Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE				
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٠. ٢				
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.				
Mary E. Read	11700120	Pea C	February 16, 1996	
Name of Person Signing	Signati		Date	

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05-0225 110 581 2,160.00CH

PATENT

Total number of pages including cover shoet:

REEL: 7817 FRAME: 0273

JAM 05, 1996

APPENDIX - A ASSIGNMENT OF CASES FROM PARTICULATE PROSPECTS CORPORATION TO NAMO SYSTEMS L. L. C. APPLICATIONS

US .			
DOCKET 66111	INVENTOR(S) BRUNG, J - ET AL -	APPLNC/DATE 08/180,827 12JAN94	TITLE HETHOD OF GRINDING PHARMACEUTICAL SUBSTANCES
70475	CZEKAI,DA - ET AL -	08/249,787 25MAY94	CONTINUOUS METHOD OF GRINDING PHARMACEUTICAL SUBSTANCES
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61894	LIVERSIDGE,G - ET AL -	08/365,267 28DEC94	SURFACE MODIFIED ANTICANCER MANOPARTICLES
71869	EAGCHI,P - IIT AL -	08/370,955 10JAN95	MICROPRECIPITATION OF L'HOPARTICULATE PHARMACEUTICAL AGENTS
71870	#AGCH1,P	08/370,998 10JAN95	CO-MICROPRECIPITATION OF NANOPARTICULATE PHARMACEUTICAL AGENTS WITH CRYSTAL GROWTH MODIFIERS
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67097	UONG, SM.J. - ET AL -	08/378,022 24JAN95	SULFATED NONIONIC BLOCK COPOLYMER SURFACTANTS AS STABILIZER COATINGS FOR WANOPARTICLE COMPOSITIONS S

PATENT REFL: 7817 FRAME: 0274 JAN 05, 1996

ASSIGNMENT OF CASES FROM PARTICULATE PROSPECTS CORPORATION TO NAMO SYSTEMS L. L. C. APPLICATIONS

US	• •		
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70321	ROBINSON,S - ET AL -	60/002,063 10AUG95	NOVEL 3-ANIDO-TRIIODOPHENYL ESTERS AS X-RAY CONTRAST AGENTS
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AGENTS

60/002,103 10AUG95

BACON, ER
- ET AL -

70323

TRIIODOALKYLPHENYL ESTERS AS NOVEL X-RAY CONTRAST

APPENDIX - A ASSIGNMENT OF CASES FROM PARTICULATE PROSPECTS CORPORATION TO NANO SYSTEMS L. L. C. APPLICATIONS

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	70779	MARCERA, DH - ET AL -	08/388,097 14FEB95	PROCESS OF PREPARING LYMPHOGRAPHY CONTRAST AGENTS
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	72102	SHANSON, JR - ET AL -	08/388,099 14FEB95	PROCESS OF PREPARING X-MAY CONTRAST COMPOSITIONS CONTAINING HANOPARTICLES
	61347	LIVERSIDGE, G - ET AL -	08/388,857 03APR95	ANTACID COMPOSITION AND METHOD OF PRODUCTION
	72953	JONES, AV - ET AL -	60/004,072 21SEP95	NANOPARTICULATE PHENYTOIN FORMULATION
	72993	DEGARAVILLA,L - ET AL -	60/004,488 298EP95	REDUCTION OF INTRAVENOUSLY ADMINISTERED NANOPARTICULATE-FORMULATION-INDUCED ADVERSE PHYSIOLOGICAL REACTIONS
	72248	Bosch, RV - Et al -	60/002,102 10AUC95	NANOPARTICULATE IODIPANIDE FORMULATIONS FOR MEDICAL X-RAY IMAGE ENHANCEMENT
	66540	ILLIG,C	08/524,145 22AUG95	NANOPARTICULATE DIAGNOSTIC NIXED CARSONIC ANHYDRIDES AS X-RAY CONTRAST AGENTS FOR BLOOD POOL AND LYMPHATIC SYSTEM IMAGING
	64616	BACON,E - ET AL -	08/558,925 13kgv95	ICDINATED WETTING AGENTS
	61684	McIntire et al. (Rule 62	•	DIAGNOSTIC IMAGING CONTRAST AGENTS
	70545	Bacon, ER et al.	08 586,363 16 JAN 9 5	2,4,6-TRIIODO-5-SUBSTITUTED-AMINO- ISOPHTHALATE ESTERS USEFUL AS X-RAY CONTRAST AGENTS FOR MEDICAL DIAGNOSTIC IMAGING
		(Rule 62	Cont. of US08/2	

72046 Wood et al. 19JAN96 AEROSOLS CONTAINING NANOPARTICLE DISPERSIONS (Continuation-in-Part of US 08/394,103 filed 24 February 1995)

ASSIGNMENT OF INVENTION

THIS Assignment is effective the 21 day of December, 1995,
BETWEEN Particulate Prospects Corp., of 343 State Street,
Rochester, New York 14650, United States of America, a corporation of the
State of Delaware (hereinafter the "Assignor"), who is the owner of the entire
title in the United States applications set forth in Appendix A and in the
inventions covered by said applications; and

NanoSystems L.L.C., of 1250 South Collegeville Road, Collegeville, Pennsylvania 19426, USA, a corporation of the State of Delaware (a Limited Liability Company) (hereinafter the "Assignee"), who wants to acquire the entire title of Assignor in the aforesald applications and the inventions covered thereby.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee its entire title in and to said inventions covered by said applications, and all corresponding patents and patent applications in countries other than the United States, and all reissues, divisions and extensions thereof and to any Letters Patent which have or may issue based thereon, all of which are encompassed herein by the term "Patents", including all claims for damage for past infringement thereof; the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor also agrees that it will, at Assignee's request, render such lawful cooperation and assistance as may be necessary for the proper maintenance and enforcement of said patents, provided, however, that Assignor may condition its compliance with such a request on Assignee's agreement to pay Assignor reasonable out-of-pocket expenses in connection therewith.

This document shall be construed, interpreted and applied in accordance with the laws of the State of New York.

IN WITNESS THERECF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the day and year written below.

IN WITNESS WHEREOF, I	have hereunto set hand and seal this
22 day of January	, 1996 .
	•
	Particulate Prospects Corp.
	By bough a Maton
(Comments Cov.)	Douglas A. Mabon President
(Corporate-Seal)	President
Witnessed by: ////	γ_i
The state of the s	
**************************************	have been set been and seal this
	have hereunto set hand and seal this
8 day of Fesquare	, 1996,
·	NanoSystems L.I.C.
·	By Narry St Sten-
	Larry A. Sternson
(Carrole Gag)	President
MI	
Witnessed by:	
G. Wert W. R.	elman

EXHIBIT 5

Patent Assignment Abstract of Title

NOTE:Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

Total Assignments: 2

_Patent #: 6264922 Issue Dt: 07/24/2001 Application #: 08948216 Filing Dt: 10/09/1997

Inventors: RAY W. WOOD, LAN DECASTRO, H. WILLIAM BOSCH

Title: NEBULIZED AEROSALS CONTAINING NANOPARTICULATE DISPERSIONS

Assignment: 1

Reel/Frame: 010797/0486 Recorded: 05/05/2000 Pages: 15

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: NANOSYSTEMS, L.L.C. Exec Dt: 10/01/1998

Assignee: ELAN CORPORATION, PLC

LINCOLN HOUSE, LINCOLN PLACE

DUBLIN 2, IRELAND

Correspondent: FOLEY & LARDNER

MICHELE M. SCHAFER
WASHINGTON HARBOUR

3000 K STREET, N.W., SUITE 500 WASHINGTON, D.C. 20007-8696

Assignment: 2

Reel/Frame: 010797/0501 Recorded: 05/05/2000 Pages: 17

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: ELAN CORPORATION, PLC Exec Dt: 10/01/1998

Assignee: ELAN PHARMA INTERNATIONAL LIMITED

WIL HOUSE, SHANNON BUSINESS PARK

SHANNON, CO. CLARE, IRELAND

Correspondent: FOLEY & LARDNER

MICHELE M. SCHAFER 3000 K STREET, N.W.

SUITE 500

WASHINGTON, DC 20007-8696

Search Results as of: 02/03/2004 10:51 AM

FORM PTO-1595 (modified)	05-23-2000
(Nev e-93) REC(1888	O.S. DEPARIMENT OF COMMERCE
NEC(Tetent and Tredemark Office
5.5.00	
	101364077
To the Commissioner of Patents and Trausurais	w. riessu recure une attached original documents or copies thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
WanoSystems, L.L.C.	
Line	Blan Corporation, PLC
_ ~ 0 s	Dublin 2, IRELAND
	Dubith at themselv
A. S.	
Additional conveying party(les)	
3. Nature of conveyance:	
ASSIGNMENT	
Execution Date: October 1, 1998	
	Additional name(s) & address(es) attached? 30
4. Application number(s) or patent number(s):	
If this is being filed together with a new applic	ation, the execution date of the application is: X/A
A. Patent Application Number(s):	B. Patent Number(s):
08/948,216	
Additio	onal numbers attached? MC
5. Name and address of party to whom correspon	6. Total number of applications/patents involved:
concerning document should be mailed:	
	7. Total fee (37 C.F.R. 5 3.41); \$40.00
Michele M. Schafer	X Check Enclosed
FOLHY & LARDHER	Check Enclased
Washington Harbour	Charge to deposit account
3000 % Street, M.W., Suite 500 P.O. Box 25696	
Washington, D.C. 20007-8696	8. Deposit account number: 19-0741
	NOT USE THIS SPACE
FC:1581 40-00 00	
9. Statement and signature:	he foregoing information is true and correct and any attached copy
To the hest of my knowledge and Deller, L	missioner is hereby authorized to charge any additional recordation
is a true copy of the original document. The Come fees which may be required in this matter to the a	hove-identified deposit account.
fees which may be required in this matter to the a	
<i>^</i>	16.0. May 5,2000
Michele M. Schafer	ichili Malrafe My 5,2000
	Signature
Name of person signing	
	of pages including cover sheet, attachments, and document: 15
Total number	or pages menuning cover shoot, accountained



ASSET PURCHASE AGREEMENT

by and between

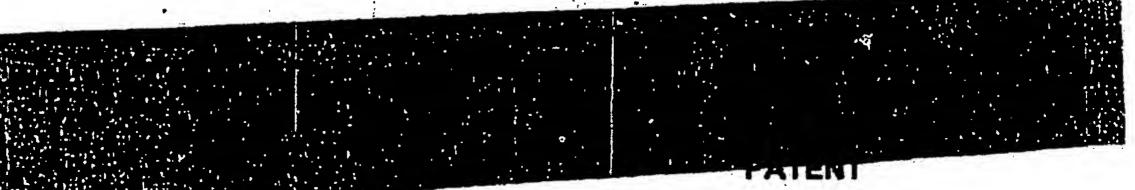
NANOSYSTEMS L.L.C., EASTMAN KODAK COMPANY

and

ELAN CORPORATION, PLC

Dated as of August 21, 1998

MAI3338: 244271



REEL: 010797 FRAME: 0487



SCHEDULES TO DISCLOSURE STATEMENT

Schedule 1.1(a)	Equipment
Schedule 1.1(b)	NanoSystems Real Property
Schedule 1.1(c)	NanoSystems Intellectual Property
Schedule 3.8	Capitalization
Schedule 3.10	Absence of Change
Schedule 4.5	Consents
Schedule 4.6(a)	Intellectual Property Infringements
Schedule 4.6(b)	Intellectual Property Restrictions
Schedule 4.8(a)	Material Contracts
Schedule 4.8(b)	Contracts: Breaches/Events
Schedule 4.8(c)	Certain Contracts
Schedule 4,9	Manufacturing Rights
Schedule 4,10	Administrative Actions
Schedule 4,13(a)	Benefit Plans
Schedule 4.13(f)	Payments Resulting from Transactions
Schedule 4,14(b)	Environmental
Schedule 4,17(c)	Commitments Since 12/31/97
Schedule 4,17(g)	Severance Payment
Schedule 4.20	Undisclosed Liabilities
Schedule 4.21	Insurance ·
Schedule 4,22	Year 2000 Compliance
Schedule 5.2	Commitments Prior to Closing
Schedule 5.5(a)	Severance Plan
Schedule 5.5(b)	Kodak Employee
Schedule 6.1(c)	Consents

EXHIBIT A Warrant Agreement

Schräule 11(C)

NY12322: 97445.11

MAY 0 5 2000 8

SCHEDULE 1.1.e

	ellectual Pro und Granted Igust 20, 199	Patents	
"Title of Invention	Country	Patent/Apple. No.	Status
Acrosule Centaining Sectionartheores Amogericates Dispersions	UE	Parent No. 3,747,001	Granted
	Capida	Apple. No. 2,213,640	Pending
	Basopa	Apple. No. 54514347.1	Product
	ROOM	Apple. No. 8-525769	Process
Acrosale Containing Nanoper Vestop		Apple No. E-315765	ingia,
	Crash.	Apple. No. 2,213,638	Prodieg
•	Except	Appin, No. 54506346.3	Funding
	Jeyes	Apple, No. 8-325798	Pending
Nancrystalline Formulations of Human Introductionary Virus (HIV) Protesses Inhibitors Using Cellulosic Surface Stabilizers and Methods of Making Sucir' Formulations	W.	Apple. No. 08/890,602	Fee diag
	FCT	PCT/US91/14097	Pending
Pharmacoules Compositions Containing Polyaltyless Black Copolymers Which Gol at Physiological Temperature	U.S.	Patent No. 5,565,118	Granted
at the state of th	U.A.	Patent No. 5,765,194	Granted
	Caseda	Apple, No. 2,213,643	Pending
	Extrape	Apple. No. 94907013.5	Feeding
	Japan	Apple. No. E-525863	Pending
Nemperticles Containing the R(-)	U.E.	Falcal No. 5,718,919	Granted
Ensationer of Dupratus Formulations of Oral Controlstaction Therepouts Agents in Combination with	U.E.	Faters No. 5,585,108	Granted
Pharmacrutically Acceptable Citys Missroprocipitation of Nanoparticulate	CT &	Patent No. 5,360,932	Gravies
Pharmacastical Agents	U. S.	Peters No. 5,503,723	Granted
Instation of Ultra Steal Particles Nanopariculate Diagnostic Mixed Carbonie Askydrides as X-Ray Contrast Agents for	U. K.	Patent Na. 5,643,332	Granued
Bleed Peel and Lymphatic System Iranging	U.L.	Falest No. 5,472,683	Granina
	U.K	Fatest No. 5,573,749	Granted
	U.A.	Falset No. 3,122,679	Greated
Indianted Assylvany Haters	U.S.	Patent No. 5,466,433	Urante
Method of Grinding Pharmaceutical	U.S.	Patent No. 3,518,187	
Substances	Argentine	Apple. No. 326,206	Pending
•	Australia	Falent No. 660832	Pending
1	Canada	Apple No. 2,107,400	Granted
	Taiwas	Fatural No. N1-45476 Apple. No. 93/2277	Pending
	Republic	Apple. No. 93102795.E	Pending
	Finland	Patrat/Appla. No. 934320	Panding

1

PATENT REEL: 010797 FRAME: 0489

Pendin	ntellectual Pr g and Grante August 20, 19		
Title of Invention	Constry	Patent/Apple. Na.	States
ported of Grandby Pharmacentics)	Hungary	Patrol Na. 218022	Contract
	/apan	Apple No. 242497/53	Pending
	South Kares	Apple, No. 23264/21	Pending
<u> </u>	Malayela	Patent No. MY-109,415-A	
	Mexico	Apple. No. 53-543	Grain
	New	Prince No. 364113	Practice
•	Negwey	Apple, No. 53-23719	
2	Thilly whose	Apple, Na. SJA7659	Pending
	Restin	Faters/Apple, No. 93/52290	Produc
	Slovak Ropublio	Apple No PV 1301/83	Feeding
	Ukrales	Apple. No. 93/3465	Fedding
	Venteria	Apple No. MINIS	Punding
Redupertible Necephritistals Film Metrices With Presettive Oversues	UL	Faxest No. 5,573,783	Contract
	Canda	Apple. No. 2,312,403	Frading'
	Hitrape.	Apple No. 94904612.7	Fradit
	Japan	Apple No. 8-525046	Panella
edinated Arometic Compounds	U.S.	Patent Na. 5,384,107	Granted
Method to Reduce Particle Size Growth During Lyophilization	U.L	Patent No. 5,302,401	Granted
culinated Bungey! Acetals and Kalals for X- key Imaging	U.S.	Patent No. 5,130,739	Cranted
remulations of Compounds as Nasoparticulate Dispursions in Dignetible Dils or Fatty Acids	UL	Patral No. 3,371,336	Granted
	U.S.	Patent No. 5,560,931	Grantes
	Catanda	Apple. No. 2,307,304	Prodies ·
	Europe	Appla. No. \$6904532.5	Peodos
	lepta	National Plans Apple of PCT/UE96/01433	Pending
Jas of Non-Jonis Cloud Point Medifiers to distiniza Nanoperticulate Aggregation Auring Sterilization	0.1.	Potest No. 5,346,762	Granted
he Use of Tylesapol as a Nanoparticle Sublifies and Dispersant	U.S.	Falcis No. 5,425,324	Granted
	Arrenins	Apple: No. 121, 129	Pending
	Australia	Pakest No.: 465443	Granted
	Canada	Apple, No. 12 105780	Pending
	Talwas	Apple. No. 13243363.7	Pending
	Interpe Finland	POLIAPPIE No. 13/3383	Positive
	Humany	FallApple, No. 79303394	Predice
	large)	Apple No. 91/107874	Pending
	Japan	Apple, No. 310798/03	Positive
	South Kares	Apple. No. 22700/93	Panding

SCHEDULE 1.1-2

	ntellectual Pro g and Grante	operty Portfolio of	
·			
	August 28, 19		
Title of Invention	Country	Patent/Apple. No.	Status
The Use of Tylesapel as a Nanoparticle Stabilizer and Dispenses	Malayais	Apple, No. 71 9302636	Green
	New Zealand	Fatent No. 348726	Grant
•	Narwey	Apple, No. 3934434	Pundine
	Pallophes	Patrat Na. 20037	Grainte
	Rings.la	Apple No. 93054941,00	Pending
	Republis	Apple No. PV 1434-93	Pendag
	Ugrate	Apple. No. 41003742	Pendink
editated Areyloxy Carbon smides	U.L.	Patent No. 5,260,478	Getate
	Argestae	Appla No. 124,825	Fendan
	Australia	Patest No. 663442	Creste
	Casada	Apple. No. 2,107,597	Pending
	Taitran	Feteni Na. NJ-072517	Greated
	Hungary	PetuApple. No. 79303475	Hungary
	lated	Apple. No. 93/107054	Granie
•	Japan	Ayple No. 210913/93	Pending
•	South Kares	Appla. No. 93/21154	Pending
•	Malaysia	Prisat No. MY-109,201A	Grante
	New Zaniand	Fatroi No. 24543]	Ciranias
	Philippines	Patent No. 30156	Greated
	Ukraine	Apple. No. 83/3409	Pending
	Venturela	Faluret No. 1384/93	Granted
-Ray Contrast Compositions Useful in ledical Imaging	U.E.	Patrick No. 5,431,393	Granted
	U.A.	Patent No. 5,311,767	Greated
	Eutopo	Apple. No. 92500 (52.4	Pending
se of Jurified Surface Madifiers to revent Particle Aggregation During exilization	0.3.	Patent No. 5,352,459	Granted
	Argentins	Apple, No. 124,325	Pending
	Taiwm	Appla No. 82109723) ending
	Japan	Apple, No. 216472/93	Pending
	South Kores	Apple No. 91/2/3/23	Pending
	Malayets	Apple, No. 7 (9302119) Apple, No. 917181	Pending
	Metrica	Palest No. 250116	Grane
	Zeshad	,	
	Philippines	. Apple, No. 47231	Pending
	Kusia	Apple, No. 93/33883	Pending
	Lievek	Apple: No. 3V 1416/93	Peacing
	Republic		
ormulations of Napoperticulate Napreness	U.S.	Apple. No. 08/800,006	Pending
Tablets	PCT	FCT/US98/03388	Pending

They want & Richard Land

NanoSystems I:	tellectual Pr	operty Portfolio of	
Pendin	g and Graste	d Patents	
	August 20, 19		
Title of Invention	Country	Patent/Appla. No.	84-0
	U.S.		Status
Activities of Introveneusly Administrate Nanaparticulate Formulation Induced	U.S.	Apple, No. 02/696,754	Pending
Adverse Physiological Resctions			(Allowed)
Name of Control and Strategies	Canada	State an	
•	Coness	PC7/UE96/15300	Pending .
	Europe	Sand on	
		PCT/US96/15300	Pending.
	Jagan	Twee co	Pending
•	•	PC7/UE94/15300	
Process of Propering X-Ray Contrast	U.S.	Fastel No. 5,543,133	Granted
Compositions Countring Nanoparticles			
Butylene Caids-Dhylene Caids Bleck	U.S.	3,387,143	Grashe
Capalyener Surfastants are Stabilizer			
Coatings for Nanoparticle Compositions			
	Argentine	Apple No. 132,253	Preding
·. ·	Australia	Apple No. 28340/83	Peacing
·	Canada	Apple, No. 2, 183, 503	Pending
	Talwas	Apple, No. 8400107551 Apple, No. 85913808.5	Practice
	Figure	Fat:/Apple No. 943234	Pending
•	Itreal	FamolApple, No.	Pending
		95/1 14354	. • •••••
•	Japan	Apple. No. 503203/96	Pending
	Malaysis	Apple, No. 71 9301774	Pending
•	Nervey	Apple, No. 7 943435	Punding
	Philippines	Apple No. July	Pending
	Venerucia	Apple, No. 95/1026	Panding
Meibod of Grinding Phatmacourical	U.S.	Apple. No. 02/491,539	Pending
Substances	Argentine	Apple, No. 331,933	(Allowed) Pending
•	Canada	Apple, No. 2,190,366	Pending
_ ·	Taiwan	Apple, No. 14104440	Pending
·	Estabe	Apple, No. 83919228,4	Pending
	Israel	Apple. No. 95/113432	Alluvas
·	Japan	Appla, No. 338332/93	Ferning
·	Maleyela	Apple, No 9501374	Pending
;	Palippions	Apple. No. 50573	Pending
	Vegestela	. Apple. No. 0833-93	Pending
Navararieulas Diagnostie Directo as X-	U.S.	Patent No. 3,500,204	Granted
Rey Contract Agents for Blood Pool and	1		
Lymphatic System Imaging	U.S	Patent No. 3.334,270	Grand
Manage of Propering Stable Drug Nanogeartisise	J	Committee Sand State Los	-
Sulfated Nos-louis Black Copolymes	U.S.	Fatant No. 5,349,442	Chanted
Surfacture as Stabilizer Coatings for	1		
Nanoparticis Camporitiens			
Tedisted Aremalie Propagadioases	U.S.	Fauret No. 5,254,610	Greated
	U.L.	Fataist No. 5,338,464 Faterst No. 5,488,115	Crustia
lodinated Areylony Ketones	U,X.	Faterst No. 5,488,133	Grantes

NanoSystems Intellectual Property Portfolie of Panding and Granted Patents August 20, 1998			
Title of Invention	Conntry	Patent/Appla. No.	Status
pul Perpuse Diagnostic/Thereprettic Agust quing a Tri-Indianted Benneyl Group thad to a Coumarin	0.3.	Patent No. 3,643,330	Granted
proved Farmulations of Oral stitutesthal Digenestic X-Ray Contract justs and Oral Gestrelatestical asseparate Agents	U.S.	Paterni No. 5,628,581	Granted
3,	U.S.	Apple No. 01/813.346	Pending
properties late ledipartide Derivatives for the X-Rey Contract Agents	U.S.	Patent No. 3,521,218	Cranus
Aireparticulate Diagnostic Diagricany Later Key Contract Agents for Blood Paul and Justic Byston Imaging	0.2.	Pateni No. 3,325,328	Granted
prium Salt Frommistions Stabilizati by Pyrionic and Anionic Stabilizati	U.S.	Palest No. 3,393,437	Granted
ets: Insulable Non-Magnetic Manganese Micies as Magnetic Resonance thence ment Agents	0.9.	Patent No. 5,401,452	Granud
evel Formulation for Nanoperticulate X- ly Blood Pool Control Agents Using gh Maloculus Weight Non-Innie Photonia	U.S.	Fatent No. 5,324,352	Granted
	U.S.	Fatami No. 5,447,710	Chanted
o s/ Ionic Claud Point Medifiers to Vent Particle Aggregation During viligation	U.S.	Faterat No. 5,254,262	Granted
e of Charged Phospholipide to Reduce ricle Aggregation	U.S.	Prime 1 No.3,470,583	Granted
ocus of Propering Therapeutic expecitions Containing Nanoperticles	U.S.	Patent No. 5,310,118	Granted
asperticulate NSAID Fermulations	U.E.	Faturat No. 5,518,738	Granter
	Canada	Ayala. No. 2,212,779	Produce
	Burapa	Apple. No. 96905181.2 (to be completed in all EP designated countries)	(Allowed)
	Japan	Apple. No. 8-524268	Pending
systemical Agests	U.S.	Femal No. 3,540,932	Granted
croprecipitation of Nanoperticulate enmonstical Agents Using Surface tive Material Derived From Similar ennocestical Agents	U.S.	Faient No. 3,716,642	Grand
Attemprecipitation of Nanoparticulate acceptant Crowth	U.S.	Patent No. 5,645,331	Grated
Militers Microprecipitation of Nanoparticulate ermecentical Agents with Crystal Growth	U.S.	Faterni No. 5,562,833	Granted
rises Medified Drug Nanoparticles	U.S.	Petent No. 5,145,684	Grasted
MITTER WORKER DIES WEST PROPERTY.	Argentina	Appin. No. \$2/321481	Pending

Pending and Granted Patents August 28, 1998 Title of Lavention Country Fatent/Apple. No. Surface Modified Drug Nanoparticiss Causeds Causeds Apple. No. 524074 Calumbia Fatent No. 52403 Europe Apple. No. 52403 Patent Apple. No. 52707 Malaysia Patent No. 44134 New Fatent No. 44134 New Fatent No. 44134 New Fatent No. 44134 New Fatent No. 44134 Patent No. 54134 Patent	
Title of Invention Country Fatent/Apple. No. 54814 Cause Apple. No. 54814 Cause Apple. No. 54814 Calculate Apple. No. 54814 Calculate Apple. No. 54814 Calculate Apple. No. 54814 Calculate Apple. No. 54814 Entropy Fatent No. 24814 Fatent Apple. No. 527117 Interest Fatent No. 3471124 New Patent No. 3471124 New Patent No. 347134 Nervey Apple. No. 526134 Nervey Apple. No. 526134 Fatent No. 347134 Nervey Apple. No. 526134 Fatent No. 347134 Fatent No. 347134 Interest No. 347134 Fatent No. 347134 Fatent No. 347134 Fatent No. 347134 Canado Apple. No. 526134 Canado Apple. No. 526134 Canado Apple. No. 526134 Canado Apple. No. 57513 Canado Apple. No. 57513 Canado Apple. No. 57513 Fatent No. 57713 Fatent No. 57513 Fatent No. 57	
Australia Fasnet No. 64434 Camela Appla. No. 188432 Chile Appla. No. 188432 Chile Appla. No. 1883333 Barupa Pablication No. 60729 Priland Pat. Appla. No. 188331 Hungary Pat. Appla. No. 188331 Imade Pat. No. 188331 Image Pat. No. 188333 Image Pat. No.	
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NanoSystems Intellectual Property Portfolio of Pending and Granted Patents August 20, 1998			
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the Acquired Assets are subject, other than in the case of clauses (ii) and (iii) any conflict, breach, default, termination, cancellation, acceleration, loss, violation or Encombrance which, individually or in the aggregate, would not have a Material Adverse Effect or materially impair or delay Seller's shility to perform its obligations hereunder.

- 4.4 Binding Effect. This Agreement constitutes a valid and legally binding obligation of Seller embreeshie in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- 4.5 Consents and Approvals. Except as required by the H-S-R Act, no consent, approval, waiter or authorization is required to be obtained by Seiler from, and no notice or filing is required to be given by Seiler to or made by Seiler with, any Federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by Seiler of this Agreement other than those the failure of which to obtain, give or make would not have a Material Adverse Effect or materially impair or delay the ability of Seiler to effect the Closing.
- 4.6 Intelliginal Property. To the best Knowledge of Seller, Seller owns or has the right to use all of the Intellectual Property included in the Acquired Assets constitutes all of the Intellectual Property necessary to conduct the Business as currently conducted.

 Schedule 1.1(c) contains a worldwide list of all patents, trade names, trademarks and service marks, and applications for the foregoing owned or possessed by the Seller and true and complete copies of all such materials have been made available to Buyer. Seller has taken all action reasonably necessary to establish and protect its interest in and to the NanoSystems Intellectual Property. To the Knowledge of Seller, (1) Seller's products do not infringe on or otherwise violate the Intellectual Property of any other Person, and (ii) no Person is challenging, infringing or otherwise violating the NanoSystems Intellectual Property. Except as set forth in the Contracts listed on Schedule 4.6(b), there is no limitation on Seller's ability or right to license any of the NanoSystems Intellectual

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Property to any Person. All issued patents and registered trademarks and service marks owned by Seller are recorded on the public record solely in the name of Seller.

4.7 Title in and Constition of Langible Property. Seller has good title to, or a valid and binding leasehold interest in, the tangible property included in the Acquired Assets, free and clear of all Encumbrances, except (i) liens for Taxes, assessments and other governmental charges (a) not yet due and payable or (b) being contested in good faith by appropriate proceedings and for which adequate reserves bave-been established, and (ii) Encumbrances which, individually or in the aggregate, would not have a Material Adverse Effect. Upon the consumutation of the transactions contemplated hereby, assuming Buyer is a bone fide purchaser for value with no knowledge of an adverse claim, Buyer will acquire good title to the tangible property included in the Acquired Assets, free and clear of all Encumbrances, except for the exceptions in clauses (i) and (ii) of this Section 4.7. The tangible property included in the Acquired Assets is in all material respects in good working condition, ordinary wear and tear excepted:

4.8 Contracts

- (a) Schedule 4.8(a) sets forth a list, as of the date hereof, of each Contract that is material to Seller. Each such Contract is a valid and hinding agreement of Seller or its Affiliates and is in full force and effect.
- or default under any Comract listed on Schedule 4.8(a) except for defaults that have been cured or waived and breaches and defaults which are not material. No event has occurred with respect to Seller which, with notice or lapse of time or both, would constitute a material breach, violation or default, or give rise to a right of termination, cancellation, foreclosure, imposition of a lien or penalty, prepayment or acceleration under any such Comract.
- (c) Seller is not a party to any Contract in any of the following categories:

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ASSIGNMENT OF INTERPRETATION OF THE PROPERTY O

KNOW ALL PERSONS BY THESE PRESENTS that in connection with the Asset Furnisse Agreement detect as of August 21, 1998 (the "Agreement"), by and smems Flan Corporation, pic. a public limited company organized under the laws of freland (Huyer) NanoBystems FLC, a limited liability company organized under the laws of the State of Delaware ("Saller"), and Essman Kodek Company a New Jersey corporation (capitalized terms not defined herein shall have the meaning earthed to them in the Agreement), Seller, for good and valuable consideration, receipt of which is hereby acknowledged, hereby ASSIGNS to Buyer all of Seller's right, this and interest in and to all intellectual Property included in the Acquired Assets (other than the rights to develop and commercialize a manoary stal version of Paciliance) in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer on the 1st day of October, 1998.

NANOSYSTEMS LL.C.

By: Particulate Prospects Cosp., Member

> Name: Akram Sandhu Title: Vice President

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RECORDED: 05/05/2000

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EXHIBIT 6

Patent Assignment Abstract of Title

NOTE:Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

Total Assignments: 2

Patent #: 6264922 Issue Dt: 07/24/2001 Application #: 08948216 Filing Dt: 10/09/1997

Inventors: RAY W. WOOD, LAN DECASTRO, H. WILLIAM BOSCH

Title: NEBULIZED AEROSALS CONTAINING NANOPARTICULATE DISPERSIONS

Assignment: 1

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: NANOSYSTEMS, L.L.C.

Assignee: ELAN CORPORATION, PLC

LINCOLN HOUSE, LINCOLN PLACE

DUBLIN 2, IRELAND

Correspondent: FOLEY & LARDNER

MICHELE M. SCHAFER
WASHINGTON HARBOUR

3000 K STREET, N.W., SUITE 500 WASHINGTON, D.C. 20007-8696

Assignment: 2

Reel/Frame: 010797/0501 Recorded: 05/05/2000 Pages: 17

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: ELAN CORPORATION, PLC Exec Dt: 10/01/1998

Assignee: ELAN PHARMA INTERNATIONAL LIMITED

WIL HOUSE, SHANNON BUSINESS PARK

SHANNON, CO. CLARE, IRELAND

Correspondent: FOLEY & LARDNER

MICHELE M. SCHAFER 3000 K STREET, N.W.

SUITE 500

WASHINGTON, DC 20007-8696

Search Results as of: 02/03/2004 10:51 AM

Exec Dt: 10/01/1998

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40.00 CP

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michele M. Schafer

Date

Name of person signing

Total number of pages including cover sheet, attachments, and document: 17

002.297397.1

PATENT

ALEM FRANCIS

ASSTRUCTURE ACTIVITIES

("Blan") and Flam Phrase This reactional Limited, 2 wholly ormed subsidiary of Flam ("FILL"). For consideration consisting of an amount to ormed appeal to the Purchase Frice (As defined to the Agreement) loss the sum of the amounts paid by Flam Phrases the agent at a consideration of the amounts paid by Flam Phrases the agent at the agent to the agent at a consideration of the property conversed by the amounts paid by Flam Property to the agent at the case in the agent at the case in the property of the case in the property of the case in the property of the case in the paid of the property of the case in the case to and to all intelligated Property the tide of the the lateract to and to all intelligated Property the tide of the the lateract to and to all intelligated Property the tide of the lateraction of Pacificant in appropriations with the terms of the Agent Purchase Agreement (the Agreement) by and the company and Plan Sent Purchase Agreement (the Agreement) by and among Manodystems L.L.C., Taxanan Fodal Company and Plan.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

[Signature page follows]

TO-FOLEY AND PAPIFENT Page 08

Received 04-22-99 11:05am

Fram-

this Assignment Agreement as of the 1" day of October, 1998.

PLAN CORPORATION. PLC

madibonal Janey

WillerChairman of Board

. Director of Elan Corp., pl.

We hereby assume the rights, title and interest specified

PLAN MARKA INSTRUMENTAL LIKITED

Name:

DEDECTOR

PATENT REEL: 010797 FRAME: 0503



ASSET PURCHASE AGREEMENT

by and between

NANOSYSTEMS L.L.C.,
EASTMAN KODAK COMPANY

and

ELAN CORPORATION, PLC

Dated as of August 21, 1998

NY 12528: 97445.11





SCHEDULES TO DISCLOSURE STATEMENT

Schedule 1.1(a)	Equipment
Schedule 1.1(b)	NanoSystems Real Property
Schedule 1.1(c)	NanoSystems Intellectual Property
Schedule 3.8	Capitalization
Schedule 3.10	Absence of Change
Schedule 4.5	Consents
Schedule 4.6(a)	Intellectual Property Infringements
Schedule 4.6(b)	Intellectual Property Restrictions
Schedule 4.8(a)	Material Contracts
Schedule 4.8(b)	Contracts: Breaches/Events
Schedule 4.8(c)	Certain Contracts
Schedule 4.9	Manufacturing Rights
Schedule 4.10	Administrative Actions
Schedule 4.13(a)	Benefit Plans
Schedule 4.13(f)	Payments Resulting from Transactions
Schedule 4.14(b)	Environmental
Schedule 4.17(c)	Commitments Since 12/31/97
Schedule 4.17(g)	Severance Payment
Schedule 4.20	Undisclosed Liabilities
Schedule 4.21	Insurance
Schedule 4.22	Year 2000 Compliance
Schedule 5.2	Commitments Prior to Closing
Schedule 5.5(a)	Severance Plan
Schedule 5.5(b)	Kodak Employee
Schedule 6.1(c)	Consents

EXHIBIT A Warrant Agreement

Schräule 11(C)

NY 12528: 97443.11

SCHEDULE LLe

MAY 0 5 2000

r enging.	tellectual Pro and Grants ugust 20, 19		AD
Title of Invention	Country	Patent/Appin. No.	Status
Variancia Containing Sectionarile access Variance Principles Disputations	U.K.	Fatest No. 5,747,501	Granted
	Case	Apple. No. 2,213,660	Passing
	Barage	Apple. No. 94904347.1	Pendag
	Japan	Apple No. 8-323788	Pending
		Apple No debilitie	Tella,
	Canada	Apple. No. 2,213,431	Fonding
•	Europe	Apple, No. 949043443	Fundant
	Jepan	Apple. No. 8-323791	Proting
Nanocrystoliae Fermulations of Human Intermedicionary Virus (HIV) Protesse Inhibitors Using Cellulosic Starfees Stabilizers and Methods of Making Sucir Permulations	U.A.	Apple. No. 02/890,402	Pending
)CT	PCT/UE98/14097	Pending
Pharmaentical Compositions Containing Polysikylene Block Copelymers Which Gal at Physiological Temperature	U.K.	Frank No. 5,565,188	Granad
	U.S.	Patient No. 5,705,194	Graphed
	Casedo	Apple, No. 2,213,663	Pending
	Burepe	Apple. No. 94907013.1	Pending
	Japen	Apple. No. 8-525803	Pending
lessperticles Connicing the E(-)	U. K.	Falent No. 3,718,919	Greated
formulations of Oral Controlstantine Therepouse Agents in Combination with Thermocratically Acceptable Clays	U. S.	Falsat No. 5,585,108	Granted
dicreprocipitation of Nannparticulate becauseoptical Agents	U. R.	Fature No. 5,560,932	Granted
nalation of Ultra Small Particles	U. K.	Februar No. 5,503,723	Granted
Nanoper Scalate Diagnostic Mixed Carbonie Anhydrides as X-Ray Contrast Agents for Blood Pool and Lymphetic System Imaging	U. S.	Frant No. 5,643,532	Granted
himes tast and wheelesses a become managed	U. L.	Fateral No. 5,472,683	Granted
	U. E	Falsat No. 5,573,749	Grand
adiasted Arcylony Esters	U.A.	Fatant No. 5,122,679	Greated
Demonstration of the second	U. K.	Palmet No. 5,466,433	Granted
dathed of Orinding Pharmacontical	0.8.	Palmet No. 5,518,187	Granted
Substances	Argentina	A (1918 No. 326,264)	Granted
	Australia	Patent No. 660132	Pending
	Canada	Appla, No. 2,167,400 Patrot No. NI-45476	Urante
	Talwas Chech	Apple No. 93/2277	Fending
	Republic	Apple. No. 93202795.6	Pending
	Piniand	Patanti Apple. No. 934320	Pesding

PATENT REEL: 010797 FRAME: 0506

Pendin	steller toal Pr g and Grants August 20, 19		
Title of Invention	Country		
livined of Granding Pharmacouries			Status
Delin Lancas	Hungary	Patrist No. 316023	Orași
	Japan	Apple. No. 282497/93	Pendine
F	South Kares	Appla. No. 22251/33	Panding
	Malaysia	Patent No. MY-100 ATELA	Green
	Messes	Apple No. 53-6443	Prading
	New Zanland	Potent No. 341113	Creme
	Narwey	Apple, No. 23-25715	Ponding
	Philippines	Apple, No. 91/47639	Pending
	Ressie	Fatens/Apple, No. 93/52296	Produc
	Slovak Republic	Apple No. PV 1301/83	Frading
	Ukraine	Apple, No. 93/3408	Fending
	Venemala	Apple, No. 1484/93	Panding
Redupersible Nanoparticulate Film Matrices With Protestive Oversures	ULL	Patent No. 5,573,763	Granta
	Canada	Apple, No. 2,212,803	Pending'
	Europe	Apple No. 94904413.7	Fundiag
edizated Arometic Compounds	Japan	Apple No. 8-325046	Pending
dethed to Reduce Particle Size Growth	U.S.	Falsat No. 5,384,107	Cranted
During Lyophilization	O.B.	Person No. 1,302,401	Granted
colinated Benseyl Acetals and Reisla for X- Lay Imaging	U.E.	Februit No. 5,330,735	Granted
eraniations of Compounds as Nessperticulate Dispursions in Digustible Oils or Fatty Acids	U.K.	Falest No. 3,371,536	Granted
	U.S.	Patent No. 1,360,531	Granted
·	Cattada	Apple No. 1,207,304	Procine
	Europe	Apple No. \$69013323	Pending
	Japan	National Plans Apple, of PCT/UE96/01433	Pending
las of Non-Louis Cloud Point Modifiers to Alabaigs Nanoperticulate Aggregation Suring Sterilization	0.8.	Patent No. 5,346,763	Graphed
he Use of Tyloxapel as a Neseparticle tabilizer and Disperson	U.S.	Fateral No. 5,429,324	Granted
	Argentina	Apple No. 124,175	Peacing
	Australia	Palessi No. 665669	Ottated
	Careda	Apple. No. 2,164,192	Pendag
	Talwan	Apple, No. 55203343.7	Pending
	Burnes Finland	PoliApple No. \$1/1153	Pending
	Hungary	PoliApple No. 79301394	Panding
	Jares	Apple, No. 33/107174	Fending
		Apple, No. 22700/93 Apple, No. 22700/93	Pending
•	Japan South Karen	Apple, No. 22703/93	Peading

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SCHEDULE 112

NanoSystems Pendis	Intellectual Fr ug and Grante August 20, 19		
Title of Invention	Country	Patent/Appin. No.	P.American
The Use of Tylomopel as a Nameparticle Subliner and Disperson	Maleyele	Apple. No. P1 9302636	Status
	- New Zoaland	Patent No. 248726	Granted
	Nerwey	Apple, No. 7934424	Fending
	Philippine	Patrat No. 29937	Grante
	Rinesis	Apple No. 9303494120	Paris
-	Republic	Apple No. PV 1434-93	Product
	Ukraine	Appla, Na. 43003742	Feedbal
ediasted Areylony Carbon amides	U.L.	Frent No. 5:260,478	Grants
	Argentine	Apple No. 334.025	Pending
	Australie	Palesi No. 642442	Grand
	Canada	Apple, No. 2.107-037	Pending
	Taine	Falent No. NI-072517	Grande
	Hungary	Pat/Apple. No. 79303473) Jungary
	isteel	Apple. No. 93/107054	Cerulai
·	1890S	Apple No. 280915393) end at
•	South Kares	Apple: No. 93/21154	Pending
•	Maleysia	Patent No. MY-109-201A	Granica
	Zonkad	Fatrat No. 248431	Cleanted
	Philippines.	Patent No. 30136	Greated
	Ultraine	Appla. No. \$3/3409	Pending
	Veacamela	Patent No. 133493	Granted
X-Ruy Contrast Compositions Useful in Medical Imaging	UL	Patent Na. 5,431,393	Granted
	UL	Patent No. 5,318,767	Chroman
	Extropa	Appla: No. 9220013274	Pending
se of Purified Surface Modifiers to reveal Particle Aggregation During terilization	0.1	Patent No. 5,352,459	Granted
	Argentina	Apple, No. 334,525	Pensing
	Talwan	Apple No. 82109723	Pending
	Japan	Apple, No. 236472/93	Pending
	South Keres	Apple No. 93/21383	Pending
	Malayeta	Apple. No. P1 9302539	Pending
	Merties	Apple, No. 937381	Pending
	Zonkad	Fatesi No. 230116	Created
	7hlipplees	. Арры, No. 47231	Pending
	Avecia	Apple. No. 93/35883	Femilies
	Republic	Apple: No. 3V 141693	Pending
ermulations of Nanoparticulate Naprazon	U.S.	Apple. Ne. 03/800,006	Pending
	PCT	PCT/U598/03388	Pending

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		operty Portfolio of	
	g and Grante	-	•
	August 20, 15	198 :	
Title of Invention	Country	Patent/Apple. No.	Status
Reduction of Intravenously Administrated	U.S.	Apple, No. 02/696,754	Pending
Nemoperticulate Fermulation Indused			(Allowed)
Adverse Physiological Resettings			(vinade)
•	Canada	Sand of	Pending
		PC77U394715300	
	Entobe	Shoot on	Pending
		PCT/U896/15300	
	Johan	Sued co	Pending
Process of Propering X-Ray Contract		PCT/US94/15300	
Compositions Containing Nanoparticles	U.S.	Patent No. 5,543,133	Granted
Julylene Calde-Ethylane Calde Mack	U.S.	3,367,143	_
Copelymer Sembeton's are Stabilizer		33011143	Granted
Coatings for Nexeperticle Compositions			
	Argentina	Apple, No. 132 243	Pending
	Asstralia	Apple No. 28340/95	Pracing
	Canada	Apple No. 2,151,503	Pencing
	Taiwea	Apple, No. 5400107531	Fracing
	Enrape	Apple. No. 33923808.5	Frading
	Finland	Pat/Apple, No. 345234	Pencing
	Izrael	Patent/Apple, No. 95/114354	Pending
	Japan	Apple. No. 503303/66	
	Malayala	Apple. No. 71 3301774	Pending
•	Nerwey	Apple. No. P 943433	Pending
•	Philippines	Apple, No. 50509	Pending
	Veamous	Apple, No. 95/1026	Pending
detact of Grinding Pharmacontical	U.S.	Apple. No. 02/49 1,539	Pending
Northeses			(Mored)
	Argentina	Apple, No. 331,931	Pending
	Taiwan	Apple, No. 2,190,966 Apple, No. 84104440	Pending
	Europe	Apple: No. 95919828,4	Pending
	Izmel	Apple. No. 93/1/3432	Allered
	Japan	Apple, No. 336333293	Ferning
	Malayeis	Apple, No. 21 1501374	Pending
	Philippines	Apple. No. 50573	Pending
	Venezaea	. Apple, No. 0833-95	Pendrag
Varyantsulate Diagnostic Dimers as X-	U.S.	Face No. 3,500,204	Ganatad
Lry Contrast Agents for Blood Pool and	[. <u> </u>		
ymphatic System Imaging dethold of Propering Stable Drug	03.	Potant No. 3,334,575	Granes
grands at tachamil proper page			
Withten Nos-look Block Capelymer	U.S.	Fatest No. 5,569,448	Granical
Sucfacient as Stabilizer Coatings for			
Napanarticle Compositions			
edinated Aremaile Propensationing	U.S.	Faterna No. 3,254,610	Granted
	U.I.	Patent No. 3,338,404	Granted
odinated Areylany Kenemes	U.R.	Patent No. 5,418,113	- Calenton

Pending	tellectual Pr and Grants lugus 20, 19		
Title of lavention	Country	Patent/Appin. No.	Status
this Purpose Diagnostic/Therepostic Agent of lag a Tri-Jedinated Beneaty Group that to a Couracte	U.A.	Fatest No. 3,665,330	Granted
proved Formulation of Oral Scholmostical Digeontile X-Ray Contract past and Oral Gustralassettal interprettie Agusts	U.S.	Patent No. 5,623,981	Gracied
	U.S.	Apple. No. 02/815,346	Feeding
peoperticulate Lodipamide Durivatives for	U.S.	Fatesi No. 3,321,318	Granud
Acquesticular Diagnostic Districtory Easts May Contrast Agents for Blood Pool and Imposic System Integring	U.I.	Patent No. 5,525,128	Granted
option Salt Franchistons Stabilized by Sp-lank and Animak Stabilizers	U.S.	Patent No. 3,393,637	Granted
oter Insoluble Non-Magazite Manganese prieles as Magastic Responses thencoment Agasta	0.9,	Patent No. 5,401,402	Granted
evel Formulation for Nanoparticulate X- ly Blood Pool Contrast Agents Using th Molecular Weight Non-Ionic Prostants	U.S.	Palsmi No. 3.336,333	Granted
	U.S.	Fates! No. 3,447,710	Cirantal
e of Ionic Cloud Point Modifiers to Event Particle Aggregation During History	U.S.	Fateret No. 5,288,262	Granted
e of Charges Phospholipids to Reduce rticle Aggregation	U.S.	Petent No.3,470,383	Cranted
meass of Propering Therepositic measitions Containing Newsporticles	U.J.	Faient No. 5,510,118	Granted
Apparticulate NSALD Fermulations	U.S.	Palent Na. 5,518,758	Grantod
	Canada	Apple. No. 7,212,779	Pending
	Europe	Apple. No. 50003141.2 (to be completed in all EP designated countries)	(Allowed)
	Japan	Apple. No. 8-324241	Pending
croprecipitation of Nanoparticulate Impossition Agests	U.K.	Fatest No. 1,360,932	Grantes
croprecipitation of Nanoperleulate ormococcient Agenta Using Surface tive Maserial Derived From Similar ormocousiant Agents	U.S.	Fainst No. 3,716,642	Greated
Microprocipitation of Nanoperticulate armanusical Agents with Crystal Growth Milflers	U.S.	Patent No. 5,643,331	Grasted
Microposciplistics of Nazioparticulate amoceutical Agests with Crystal Growth wilfless	U.S.	Falent No. 1,642,843	Granted
rises Medition Drug Nanoparticles	U.S.	Parent No. 5,145,684	Granted
	Argentina	Appla, No. 92/321681	Pending

NanoSystems L	tellectual Pr	eperty Perticule of	
Pendin	g and Granti	ed Patenta	•
	August 20, 19		
Title of Invention	Country	Patent/Apple. No.	Status
Surface Modified Drug Nanoparticles	Australia	Parent No. 634816	Grand
	Capada	Apple No. 1553439	Pending
	Chile	Apple. No. 92,674	Pending
	Caltimbia	Fature No. 24435	Continu
•	Europe	Apple No. \$2308[33.2 Publication No. 491299	Junday
•	Finland	PALAPPE No. SUBST	Pending
•	Huagary	Fall Apple, No. 23-238	- Total
<u> </u>	reland	Apple No. 53-0217	Pendag
	lerne!	/atens/Apple: No. 180754	Gracia
	Japan	APPL No. SIA 1228	Pending
	South Kores	Apple. No. 72/1077	Pending
	Maleyeta	Yelem No. MY-108134-A	
	Mexico	Fatest No. 176345	Orented
	New Zeeland	Patent No. 341342	Circulad
:	Nervey	Apple, No. 52-00134	Allemed
•	Philippines	Fatzat No. 29069	Granted
	Russia	Fal. No. 204433	Granies
	Singapore	Apple. No. 9604343-3	Pending
office Modified Anticoncer Nanoparticles	Talwan	Palent No. NI-071312	Created
stree tentities virtuespes temberacies	U.S.	Patent No. 5,454,423	Granted
	U.S.	Potest No. 5,359,363	Grandad
	Argentine	Apple No. BALLED	Pending
	Australia	Petent No. 675432	Created
	Canada	Apple, No. 2094342	Pending
	Republic	Apple. No. PV 131691	Pendag
•	China	Apple. No. 23 (01050.9	Females
	Larope	Apple. No. 53201883. Publication No. 577215	Penning
	Hungary	Pat/Apple, No. 233040 Pat/Apple, No. P3301917	Pending
	Israel	FrankApple, No. 106138	Pending
	Japan .	Apple: No. 93/158308	Pending
	South Korns	Apple No. 33/13247	Pending
	Malaysia	- Apple No. 21 3301273	(allowed)
	Mexico	Apple. No. 911950	Pending
	New Zealand	Patent No. 248043	Genetal
••	Hervey	Apple, Na. 93-2463	Pending
· · ·	Philippines	Palent No. 30104	Granted
	Russia	Apple. No. 93946256	7 moding
	Simpore	Apple, No. 9603603-6	Frankling
	Republic	PV 0621-93	Pending
•	Taiwaa	Fatest No., NJ-679294	Granted
	Ukraine	Apple. No. 93003037	Pending

	nac Grante Agust 20, 19		4,3
Tille of invention	Catatry	Patent/Apple. No.	
Surface Mudified Anticapper Nanoparticles	Vesezzes	Paul Apple. No. 0848-83	Status
Surface Modified NSAID Nanoparticles	UL	Fremt No. 3,332,120	Pending
	Amerila	7 mags No. 677783	Graned
	Ansida	No. 644 755	National Registration
	Belging	No. 644 755	National Registration
	CARACE	Apple No. 3118317	er EP 644 755
	Detroork	No. 644 755	National Registration
	Europe	Na. 644 755	Granded
	France	No. 644 755	National Registration of HP 644 755
	Germany	No. 644 735	National Registration of EP 644 755
	Greece	No. 644 755	National Registration

Hungury Ireland

laly

Japan:

Mosaco

Maxien Netherlands

Pertugal

Spelo

Fat Apple. No. 54.3343 European Fainne No. 644 755

Irish Patrot No. 1/72603 Resupens Patrot No. 644 733

Apple, No. 94/501313

No. 644 755

Burepean Frient No. 644 755.

Appla, No. 93-3452 European Frient No. 644 755

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Particular Spirit Sent College Service College

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Pundia	ntellectual Pr g and Grants August 20, 15		
4: Title of Invention	Country	Patent/Apple. No.	Status
Mentitud NEAID Nenoperticles	Swedie	No. 644 755	National Registration of EP 644 755
	Switterland	No. 644 755	Gracies
	Kingdom	Na. 644 755	National Registration
Wanaparticles Stabilities by High Manaparticles Stabilities by High Martine Weight, Linear Poly(ethylmic Polymers	U.E.	Fatent No. 3,380,379	Oranad
MANAGEMENT X-LEY CONTROL Avenue	. U.K.	Patret Na. 3,373,750	
placed Surfactage for Namocrymus	. U.S.	Patrat No. 3,422,431	Granted
Majors of Ocal Gastrointentinal Maria X-Roy Contrast Agents in Maria Sie Clays Maria Sie Clays		Patent No. 5,466,440	Chapted
Naprenes with Hydronypropyl	U.S.	Patent No. 3,391,436	Granted
Marine John Laters Useful as X-Ray Marine Agents for Medical Diagnostic	U.S.	Patent No. 5,570,136	Granted
Me-(Alkanoyi Ambo)-2,4,6-	U.S.	Fatcat No. 5,503,515	Crassed
photos Mathed of Crinding	0.4,	Patent No. 5,718,388	Granted ·
	Argentina	Apple, No. 331,937	Pending
	Canada	Apple, Na. 2, 150, 134	Pending
	TalWate ·	Apple. No. 84103642	Femiling
	Burens	Apple, No. 93919042.0	Pending
	Igrani	Apple, No. 113431	Proding
1	Jepen	Apple No. 93/310117	Feeding
	Maleyete Philippines	Apple. No. 71 3501375 Apple. No. 35/50574	Pending
	Venezuela	Apple, No. 0154-95	Pending
Stelleylphenol Esters as Novel X-July	U.L.	Apple. No. 08/677,708	Pending
Post Agents of J. Ander-Triledophenyl Esters as X- gContract Agents	U.S.	Februar No. 5,441,186	Grinted September 16, 1997
pother Capalyment and a Process for paring Them	U.S.	Apple. No. 08/836,819	Pending
	Arycetine	Apple: No. 331,133	Pending
ž į	Casada	Apple. No. 1,287,389	Pending
§	Talwan	Apple, No. 2400102792	Frading
£	Busope	Apple, No. 23904326.4	Pending
	LIBEL	Apple. No. 94/01/21/36	Punding

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Title of Invention	Country	PaleaUAppin. No.	Status
siber Copulymen and a Process for	Europe	PCT/EP94/04261	Feeding
anng Them	Taber .	National Phone of PCT/NP94/04261	Pending
	Malaysia	Apple, No. 71 9500052	Pending
	Varian	Anda No. 331113	Peadles
	Philippines	Argia, No. 50130	Penting
	Great Dritain	Februar No. 2283977	Geseted
	Vanezuele	Apple. No. 95034	Produce
mbehedral Crystallins Form of metholese Acatoolde, Guespuskiese printing the Rhumbehodral Crystalline of Triesseinelese Acatoolde, Methods aking and Using Such Compositions, Methods of Meking Nanocrystalline positions of Totogonal Crystalline	U.S.	Apple. No. 02963,281	Pending
af Triancineless Actonide	U.S.	Apple. No. Unknown (filed on August 13, 1998)	Pending

the Acquired Assets are subject, other than in the case of clauses (ii) and (iii) any conflict, breach, default, termination, cancellation, acceleration, loss, violation or Encombrance which, individually or in the aggregate, would not have a Material Adverse Effect or materially impair or delay Seller's ability to perform its obligations hereunder.

- 4.4 Binding Effect. This Agreement constitutes a valid and legally binding obligation of Seller enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- 4.5 Consents and Approvals: Except as required by the H-S-R Act, no consent, approval, waiver or authorization is required to be obtained by Seller from and no notice or filing is required to be given by Seller to or made by Seller with, any Federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by Seller of this Agreement other than those the failure of which to obtain, give or make would not have a Material Adverse Effect or materially impair or delay the ability of Seller to effect the Closing.
- owns or has the right to use all of the Intellectual Property included in the Acquired Assets. The Intellectual Property included in the Acquired Assets constitutes all of the Intellectual Property necessary to conduct the Business as currently conducted.

 Schedule 1.1(c) contains a worldwide list of all passens, trade names, trademarks and service marks, and applications for the foregoing owned or possessed by the Seller and true and complete copies of all such materials have been made available to Buyer. Seller has taken all action reasonably necessary to establish and propert its interest in and to the NanoSystems Intellectual Property. To the Knowledge of Seller, (1) Seller's products do not infringe on or otherwise violate the Intellectual Property of any other Porson, and (ii) no Person is challenging, infringing or otherwise violating the NanoSystems Intellectual Property. Except as set forth in the Contracts listed on Schedule 4.6(b), there is no limitation on Seller's ability or right to license any of the NanoSystems Intellectual

NY12528: 97445.11

-17-

Property to any Person. All issued patents and registered trademarks and service marks owned by Seller are recorded on the public record solely in the name of Seller.

4.7 This to and Condition of Tangole Property. Seller has good title to, or a valid and binding leasehold interest in, the tangible property included in the Acquired Assets, free and clear of all Encumbrances, except (i) liess for Taxes, assessments and other governmental charges (a) not yet due and psychie or (b) being consessed in good faith by appropriate proceedings and for which adequate reserves have been established, and (ii) Encumbrances which, individually or in the aggregate, would not have a Material Adverse Effect. Upon the communication of the transactions contemplated hereby, assuming Buyer is a bone fide purchaser for value with no knowledge of an adverse claim, Buyer will acquire good title to the tangible property included in the Acquired Assets, free and clear of all Encumbrances, except for the exceptions in clauses (i) and (ii) of this Section 4.7. The tangible property included in the Acquired Assets is in all material respects in good working condition, ordinary wear and tear excepted:

4.8 Contracts

- (a) Schedule 4.2(a) sets forth a list, as of the date hereof, of each Contract that is material to Seller. Each such Contract is a valid and hinding agreement of Seller or its Affiliates and is in full force and effect.
- (b) To the Knowledge of Seller, there has been no material breach or default under any Contract listed on Schedule 4.8(a) except for defaults that have been cured or waived and breaches and defaults which are not material. No event has occurred with respect to Seller which, with notice or lapse of time or both, would constitute a material breach, violation or default, or give rise to a right of termination, cancellation, foreclosure, imposition of a lien or penalty, prepayment or acceleration under any such Contract.
- (c) Seller is not a party to any Comment in any of the following categories:

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KNOW ALL PERSONS BY THESE PRESENTS that in connection with the Asset Purchase Agreement, dered as of August 21, 1998 (the "Agreement"), by and among Elan Corporation, plc, a public limited company organized under the laws of Ireland ("Buyer"), NanoSystems L.L.C., a limited liability company organized under the laws of the State of Delaware ("Seller"), and Eastman Kodak Company, a New Jersey corporation (capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement), Seller, for good and valuable consideration, receipt of which is hereby acknowledged, hereby ASSIGNS to Buyer all of Seller's right, title and increas in and to all Intellectual Property included in the Acquired Assets (other than the rights to develop and commercialize a nanocrystal version of Paclitatel) in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, Seiler has caused this instrument to be executed by its duly surborized officer on the 1st day of October, 1998.

NANOSYSTEMS L.L.C.

By: Particulate Prospects Corp., Member

Name: Alcram Sandhu

Title: Vice President

To-FOLEY AND HATENT REEL: 010797 FRAME: 0517

EXHIBIT 7



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Assignments on the Web > Patent Query

Patent Assignment Abstract of Title

NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

Total Assignments: 4

Patent #: 5747001 Issue Dt: 05/05/1998 Application #: 08393973 Filing Dt: 02/24/1995

Inventors: TIMOTHY S. WIEDMANN, RAY W. WOOD, LAN DECASTRO

Title: AEROSOLS CONTAINING BECLOMETHAZONE NANOPARTICLE DISPERSIONS

Assignment: 1

Reel/Frame: 007430/0698 **Recorded:** 04/13/1995 Pages: 2

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: WIEDMANN, TIMOTHY S.

Exec Dt: 04/07/1995

WOOD, RAY W. DECASTRO, LAN **Exec Dt:** 04/03/1995 **Exec Dt:** 04/03/1995

Assignee: EASTMAN KODAK COMPANY

ROCHESTER, NY 14650-2201

Correspondent: J. JEFFREY HAWLEY

EASTMAN KODAK COMPANY

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Assignment: 2

Reel/Frame: 007817/0273 **Recorded:** 02/20/1996 Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: PARTICULATE PROPECTS CORP. Exec Dt: 01/22/1996

Assignee: NANOSYSTEMS L.L.C.

COLLEGEVILLE, PENNSYLVANIA 19426

Correspondent: EASTMAN KODAK COMPANY,

MARY E. REED

PATENT LEGAL STAFF

ROCHESER, NY 14650-2201

Assignment: 3

Reel/Frame: 007820/0153 **Recorded:** 02/20/1996 Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: EASTMAN KODAK COMPANY **Exec Dt:** 01/22/1996

Assignee: PARTICULATE PROSPECTS CORP.

ROCHESTER, NEW YORK 14650

Correspondent: EASTMAN KODAK COMPANY

MARY E. READ

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Assignment: 4

Reel/Frame: 007987/0025 **Recorded:** 02/20/1996

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: PARTICULATE PROSPECTS CORP.

Exec Dt: 01/22/1996

Assignee: NANOSYSTEMS L.L.C.

COLLEGEVILLE, PENNSYLVANIA 19426

Correspondent: EASTMAN KODAK COMPANY

MARY E. READ

PATENT LEGAL STAFF

ROCHESTER, NY 14650-2201

Search Results as of: 01/30/2004 01:51 PM

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723

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		Docket 7000
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1. Name of conveying party(ies):		
Assignor # 1: Timothy S. Wie	dmann	
Assignor # 2: Ray W. Wood		•
Assignor #3: Lan DeCastro		
2. Name and address of receiving par		
	iy(ies):	
Name: Eastman Kodak Company	O4 =	
	City: R	Rochester State: NY Zip: 14650-2
3. Nature of Conveyance: X Assi	gnment	Other:
Execution Date:		
Assignor # 1: 07 April 1995		
Assignor # 2: 03 April 1995		•
Assignor # 2: 03 April 1995		
Assignor #3: 03 April 1995		•
Application number(s) or notation		·
4. Application number(s) or patent num	per(s): US (08/393,973
late of the Assignment, unless stated as follows:	new application, the	execution date of the application is the same as the execution
The state of the s		
. Name and address of party to whom	correspondenc	e concerning document should be mailed:
Name: J. Jeffrey Hawley	Address	
	Address	s: Eastman Kodak Company, Patent Legal Staff
City: Rochester	State	: NY Zip: 14650-2201
The total number of applications and	natente involvo	d is and (4)
Total fee (37 CFR 1.21h): \$	Facility in VOIVE	
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Name of conveying party(Assignor # 1: Timoth Assignor # 2: Ray W Assignor # 3: Lan December # 3: Lan D	hy Ś. Wiedmann V. Wood)					
2. Name and address of rec	eiving party(ies)	:					
Name: Eastman Kodak Co	mpany	City: Ro	chester	State:	NY	Zip:	14650-2201
3. Nature of Conveyance:	X Assignmen	nt .	Other:				
Execution Date: Assignor # 1: 07 Apr Assignor # 2: 03 Apr Assignor # 3: 03 Apr	ril 1995						
4. Application number(s) or p	gether with a new ap	•	8/393,973 execution date	of the application is th	e same as	the execution	on
5. Name and address of part		espondence	e concerning	document shou	ld be ma	iled:	
Name: J. Jeffrey Haw		Address		nan Kodak Com			l Staff
City: Rochester		State	: NY	Zip:	1465	0-2201	
6. The total number of applic	estions and note	nto involvo	dic one (1)				T
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ASSIGNMENT

For good and valuable consideration received, including salary or payment for the making of inventions, or employee benefits, I/we do hereby assign to Eastman Kodak Company, a New Jersey corporation having a principal place of business in Rochester, New York, its successors and assigns, the entire title, including priority rights in and to all of my/our inventions and improvements disclosed in an application for Letters Patent for AEROSOLS CONTAINING BECLOMETHAZONE NANOPARTICLE DISPERSIONS which was executed on the date shown below by:

Assignor #1: Timothy S. Wiedmann	Date 4/7/95
Assignor # 2: Ray W. Wood	Date 4/3/95 -
Assignor # 3: Lan DeCastro	Date 4/3/95

already filed as about to be filed and [check one] in the United States Patent and Trademark Office, together with said application, and any divisional, continuation or reissue application thereof, applications corresponding thereto in whole or in part in all other countries, and title to Letters Patent and similar protective rights granted on said applications, as well as the right to claim any applicable priority rights arising from said applications under the terms of any applicable conventions, treaties, statutes or regulations, said applications to be filed and issued in the name of Eastman Kodak Company or its designee; and I/we agree to execute such documents as in the judgment of Eastman Kodak Company may be necessary to obtain any such patents and similar protective rights and maintain the title thereto in Eastman Kodak Company or its designee; and I/we further agree that, upon request, but without out-of-pocket expense to myself/ourselves, I/we shall furnish to Eastman Kodak Company or its designee any data, information, exhibits, memoranda, or other evidence in my/our possession relating to any of said inventions or improvements and shall testify in any ex parte or inter partes legal or administrative proceedings relating thereto; and I/we authorize and request issuance of all Letters Patent and similar protective rights that may be granted on any of said applications, to the extent that and in such manner as such issuance shall be requested by Eastman Kodak Company or its designee. This document shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New York, USA.

the state of the s	
Signature of Assigner # 1	Witness Address, if other than
1 1 Statement	Eastman Kodak Company, Rochester, NY 14650
Timothy S. Wjedmann	1 minerate of Meanesota
Date: 4/3/95	Minnes polis, Mn 55455
Witnessed: Marina Baum	
Signature of Assignor # 2	Witness Address, if other than
Kan Wevel	Eastman Kodak Company, Rochester, NY 14650
Ray W. Wood	
Date: 4 3 95 Witnessed: Xan No Lade	
Signature of Assignor #3	Witness Address, if other than
Jan Si aste	Eastman Kodak Company, Rochester, NY 14650
Lan DeCastro /	
Date: 4/3/95	
Witnessed: Kan Co Coord	

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